

AGREEMENT FOR SALE

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

BETWEEN

Mr. RAMAN SHYAM GROVER, aged 6 5 years holding PAN No. AIBPG1414B

& Mrs. LATA RAMAN GROVER, aged 6 5 years holding PAN No. AIBPG1415A, both adults, Owners of Flat No. 701 on 7th Floor, Building known as Suman Towers, of the Suman Tulsiani Co- Operative Housing Society Ltd., situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053, hereinafter referred to as the “**TRANSFERORS**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART

A N D

Mr. SAGAR ANOOP HINGORANI, aged 29 years holding PAN No. ALYPH2881H, **Mrs. MANISHA ANOOP HINGORANI**, aged 61 years holding PAN No. AAAPH8692R, **& Mr. ANOOP V. HINGORANI**, aged 65 years holding PAN No. AAOPH1216P, all adults, Indian Inhabitants, having address at 702, Suman Tower, 3rd Cross Lane, Lokhandwala Complex, Andheri (W), Mumbai - 400 053., hereinafter referred to as the “**TRANSFEREES**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the TRANSFERORS are the absolute owners of **Flat No. 701 on 7th Floor, Building known as Suman Towers, of Suman Tulsiani Co-Operative Housing Society Ltd.**, situated at **Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053.**, admeasuring **970 Sq. Ft. Super Built Up Area equivalent to 90.15 Sq. Mtrs. Super Built Up Area**, along with One Open Car Parking Space No. 9 in the compound, hereinafter collectively referred to as "**SAID FLAT**" and by virtue of TRANSFERORS' Ownership of the Said Flat, they are the registered members of Suman Tulsiani Co-operative Housing Society Ltd., registered with Dy. Registrar of Societies at Mumbai, under the Maharashtra Co – Operative Societies Act' 1960, vide registration No. **BOM / KW (WEST) / HSG / TC / 5052 / 89-90 DT. 02.05.1990** (hereinafter referred to as "**SAID SOCIETY**") and by virtue of being the members of the said society, they have been holding the said Flat on ownership basis and together with **Five Fully Paid Up Shares** of Rs. 50/- (Rupees Fifty only) each, aggregating to Rs. 250/- bearing distinctive nos. from **126 to 130 (Both Inclusive)** held under **Share Certificate No. 49** (hereinafter referred to as the "said Shares"). The said Flat, Parking Space and the said Shares are hereinafter collectively referred to as The Said Flat.

WHEREAS by virtue of diverse document/s, the said Tulsiani Builders & Textiles Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 (Act I of 1956), then having its registered office at 1103/4, Tulsiani Chambers, 212, Nariman Point, Bombay - 400 021, hereinafter and therein referred to as Developers, are absolutely seized and/or possessed of or otherwise well and sufficiently entitled to the immovable property: bearing all that piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 24200 Sq. Ft. area bearing Plot No. 22 and forming part of larger land bearing Survey No. 41 (part) corresponding CTS No. 1/148 of Village Oshiwara, Taluka Andheri.

In accordance with the authorisations and/or permissions conferred under the said diverse document/s the said Developer have interalia commenced and completed the development works in respect of said

property by constructing new building/s thereon in accordance with the requisite permissions and/or construction plans sanctioned by the Brihanmumbai Municipal Corporation and/or concerned authorities.

By and under Agreement dated 26th November' 1985, (hereinafter referred to as the "SAID AGREEMENT") and executed by and between Tulsiani Builders & Textiles Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 (Act I of 1956), then having its registered office at 1103/4, Tulsiani Chambers, 212, Nariman Point, Bombay - 400 021, hereinafter and therein referred to as Developers of the One Part and Mr. MURLI HARIRAM LALWANI of the Other Part, referred to as The Purchaser; the Developer had agreed to allot to the Purchaser and the Purchaser had agreed to acquire from the Developer a Flat being Flat No. 701 ("the Said Flat") admeasuring 970 Sq. Ft. Super Built Up Area on 7th Floor in Suman Towers, constructed on the land more particularly described in the Schedule of the said Agreement ("the said Flat"). The said Purchaser paid the entire amount of the Sale Price for purchase of the Said Flat as per the said Agreement and that by virtue of such Sale Price, the said Purchaser became the sole, absolute and exclusive owner of the said Flat and nothing was balance thereafter and that pursuant to the said payment, the Developer handed over the exclusive possession of the said Flat to the Purchaser;

Thereafter, vide Agreement dated 4th April, 1988, the said Mr. MURLI HARIRAM LALWANI, referred to as The Vendor of the One Part; sold and / or transferred his rights, title and interest in the said Flat to Mr. DHALOMAL HASSARAM SHAHDADPURI & Mrs. ANITA DHALOMAL SHAHDADPURI, referred to as The Purchasers of the Other Part; for valuable consideration and on the terms and conditions contained therein. Upon completion and receipt of the full and final consideration as per the terms of the said Agreement, the said Vendor handed over the possession of the said Flat to the Purchasers for their use and occupation and thereafter the said Purchasers submitted Documents to the Developers for transfer of rights held by the said Vendor to the name of the Purchasers and the Developers accepted such transfer and recorded such transfer in their books in respect of the said Flat.

Pursuant to the purchase of the said Flat, the Purchasers therein made a request to the Developers for allotment of parking space in the building compound and the Developers adhered to the said request and allotted One Open Car Parking Space No. 9 in the compound of Suman Towers vide its Letter dated 04-04-1988.

Various owners in the said residential complex formed a Co-Operative Housing Society under the Maharashtra Co-Operative Society's Act, 1960 and formed under the name and style of Suman Tulsiani Co-Operative Housing Society Ltd., registered with the Dy. Registrars of Co-Operative Societies at Mumbai under Registration No. being BOM / KW (WEST) / HSG / TC / 5052 / 89-90 DT. 02.05.1990 (hereinafter referred to as the "SAID SOCIETY").

AND WHEREAS the Purchasers therein, by virtue of being the Owners of the said Flat were admitted to the membership of the Society and as such members of the Said Society viz. Suman Tulsiani Co-operative Housing Society Ltd., were issued Five Fully Paid Up Shares of Rs. 50/- each aggregating to Rs. 250/- bearing distinctive nos. from 126 to 130 (Both Inclusive) held under Share Certificate No. 49, (hereinafter referred to as the "SAID SHARES"). The said Share Certificate was reported lost / misplaced / mutated / damaged and therefore the Society issued a Duplicate Share Certificate No. 49 dated 30th September, 1999.

That upon execution of Agreement dated 4th April, 1988, the Purchasers of the said Flat failed to register the said Agreement, therefore, the said Agreement for Sale was adjudicated U/s. 41 of the Bombay Stamp Act, 1958 in the Office of Collector of Stamps, Bombay under Adjudication Case No. AS / 7 / 16018 / 95 bearing receipt No. 6621753 dated 16.03.1996 and paid proper stamp duty on the market value prevailing at that time along with accrued penalty arising out of the said deficit stamp duty and regularized the said Agreement and got delivery of the Agreement duly regularized on 04.04.1996.

Later, vide Agreement for Sale dated 6th December, 1999, the said Mr. DHALOMAL HASSARAM SHAHDADPURI & Mrs. ANITA DHALOMAL SHAHDADPURI, referred to as The Transferors of the First

Part; sold and / or transferred their right, title and interest in the Flat No. 701 on 7th Floor (referred to as The said Flat) to Mr. RAMAN S. GROVER & Mrs. LATA RAMAN GROVER, referred to as The Transferees of the Second Part; for the valuable consideration and on the terms and conditions contained therein and registered the said Agreement with the Office of the Sub-Registrar of Assurances under Sr. No. BDR/1-3673-1999 dated 06.12.1999. Upon completion and receipt of the full and final consideration as per the terms of the said Agreement for Sale, the said Transferors handed over the possession of the said Flat to the Transferees for their use and occupation and thereafter the said Transferees submitted Documents to the Society for transfer of rights held by the said Transferors to the names of the Transferees and the Society after completing due formalities transferred the said Flat to the names of the Transferees and also endorsed their names in the Share Certificate issued in respect of the said Flat.

Accordingly, pursuant to the above, Mr. RAMAN S. GROVER & Mrs. LATA RAMAN GROVER, the TRANSFERORS herein, were handed over vacant, uninterrupted and peaceful possession of Flat No. 701 admeasuring about 970 sq. ft. Super Built Up area on the 7th Floor, Building known as Suman Towers along with One Open Car Parking Space No. 9 in the compound of the Suman Tulsiani Co-Operative Housing Society Ltd., situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., (hereinafter be referred to as the "said Flat" for the sake of brevity).

AND WHEREAS the TRANSFERORS are absolutely seized and possessed of and well and sufficiently entitled to Said Flat and the Said Shares of the Society Viz. Suman Tulsiani Co-Operative Housing Society Ltd.

AND WHEREAS THE TRANSFERORS are entitled to sell, transfer, convey and assign all their beneficial rights, title and interest in the Said Flat and all things which are permanently attached to and embedded in the Said Flat in favor of the TRANSFEREES.

AND WHEREAS the TRANSFERORS have represented to the TRANSFEREES that they have been holding the said Flat and the said

Shares as stated hereinabove and being the members of the said Society, they are desirous of disposing off all their right, title and interest in the said Flat and the said Shares and the TRANSFEREES herein having inspected in person and satisfied with the title and state of the said Flat, have agreed to acquire all the right, title and interest of the TRANSFERORS in the said Flat and the said Shares and the membership of the said Society along with the deposits, sinking fund of the said Society and all other amounts appearing to the credit of the TRANSFERORS in the accounts of the said Society and the membership thereof together with the entire incidence of the holding of the said Shares, viz. the exclusive and uninterrupted possession and occupation of the said Flat and the said Shares free of all liabilities and encumbrances on the following terms and conditions:-

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

1. The aforesaid recitals shall be treated as forming an integral part of this Agreement.
2. The TRANSFERORS hereby agree to sell, transfer and assign all their rights, title and interest in the Said Flat being Flat No. 701 on 7th Floor, Building known as Suman Towers, together along with One Open Car Parking Space No. 9 in the compound in Suman Tulsiani Co - Operative Housing Society Ltd; Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053, in the said building and the TRANSFEREES have agreed to acquire all their rights, title and interest in the Said Flat and the membership of the Said Society.
3. The TRANSFERORS hereby agree to transfer and assign all their right, title and interest in the Said Flat along with Five shares of the said society in Share Certificate No. 49 bearing distinctive nos. from 126 to 130 (Both Inclusive) pertaining to the use and occupation of the Flat No. 701 on 7th Floor, Building known as Suman Towers, together along with One Open Car Parking Space No. 9 in the compound of the Suman Tulsiani Co – Operative Housing Society Ltd., Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053, and the membership

of the said society for a total consideration of **Rs. 2,72,50,000/- (Rupees Two Crore Seventy Two Lakhs Fifty Thousand Only)** and the TRANSFEREES herein have agreed to acquire the same on payment of **Rs. 2,72,50,000/- (Rupees Two Crore Seventy Two Lakhs Fifty Thousand Only)** being the total consideration inclusive of everything in lump-sum which total cost is inclusive of all expenses i.e. parking charges, maintenance deposit, mahanagar gas deposit, electricity meter deposit, etc.

4. The TRANSFERORS namely, Mr. RAMAN S. GROVER & Mrs. LATA RAMAN GROVER, are Non-Resident Indians as defined by the Income Tax Act, 1961 and the provisions of deduction of Tax at Source from sale consideration as per Section 197 / Section 195 of the Income Tax Act, 1961 shall apply in respect of the sale and accordingly order under Section 197 / Section 195 of the Income Tax Act, 1961 for lower deduction of tax certificate (LTDC) for payment of tax is to be obtained and to be deducted and payable by the TRANSFEREES from the total sale consideration.

However, accordingly the tax to be deducted as per the provisions of section 195 / section 197 of the Income Tax Act, 1961 shall be applicable and payable by the TRANSFEREES from the total sale consideration, i.e. Tax of Rs. _____/- (Rupees _____ Only) to be deducted for payment of tax @ 23.92% on Rs. _____/- towards TAN No. _____ of Mr. SAGAR ANOOP HINGORANI, Tax of Rs. _____/- (Rupees _____ Only) to be deducted for payment of tax @ 23.92% on Rs. _____/- towards TAN No. _____ of Mrs. MANISHA ANOOP HINGORANI, & Tax of Rs. _____/- (Rupees _____ Only) to be deducted for payment of tax @ 23.92% on Rs. _____/- towards TAN No. _____ of Mr. ANOOP V. HINGORANI, to be deducted as per the provisions of the Income Tax Act, 1961 from the total sale consideration. The TRANSFEREES shall accordingly deduct tax while making the

payment of the said Consideration to the TRANSFERORS to be paid pre or post registration of the said Agreement for Sale. The TDS challan/receipt shall be submitted / will be submitted by the TRANSFEREES to the TRANSFERORS before the payment of the full and final consideration. The TRANSFEREES shall submit the signed copies of TDS Certificate as and when they are available on government portal, (with the TRANSFERORS admitting that such a payment of Rs. 65,18,200/- (Rupees Sixty Five Lakhs Eighteen Thousand Two Hundred Only) to the Government of India under the Income Tax Act, 1961 forms a part of the consideration for the Said Flat).

The TRANSFEREES have accordingly deducted tax while making the payment of the said Consideration to the TRANSFERORS and the tax so deducted will form a part of the consideration for the Said Flat. The TDS challans/receipts have been submitted by the TRANSFEREES to the TRANSFERORS. The TRANSFEREES shall submit the signed copies of TDS Certificates as and when they are available on the government portal.

Any additional demand from Income Tax department raised in relation Tax calculation in respect to the said Flat, for the period prior to the registration of this agreement, will be taken care of and sorted out by the TRANSFERORS only and the TRANSFERORS undertakes to provide timely justification and / or documentation for the same, if there is any query in relation to tax on the said Flat and hereby keeps the TRANSFEREES fully indemnified in this respect and the TRANSFEREES will not be held responsible or liable for the same in any manner howsoever.

5. The TRANSFERORS hereby agrees to sell and transfer all their beneficial rights, title and interest in respect of Flat No. 701 on 7th Floor, Building known as Suman Towers, of the Suman Tulsiani Co – Operative Housing Society Ltd; for a total consideration of **Rs. 2,72,50,000/-(Rupees Two Crore Seventy Two Lakhs Fifty Thousand Only)** being the total consideration payable as under:

- a. A sum of Rs. _____/- (Rupees _____ Only) is paid by the TRANSFEREES to the TRANSFERORS prior to the registration of this Agreement for Sale, towards part consideration for the Said Flat;
 - b. An amount of Rs. 65,18,200/- (Rupees Sixty Five Lakhs Eighteen Thousand Two Hundred Only) will be deducted by the TRANSFEREES as Tax Deducted at Source under the provisions of the Section 195 / Section 197 of the Income Tax Act, 1961, and
 - c. The Balance sum of Rs. _____/- (Rupees _____ Only) is payable by the TRANSFEREES to the TRANSFERORS and the same shall be paid on or before the expiry of ____ days from the date of registration of the Agreement for Sale (subject to issuance of NOC and Mortgage NOC by the Society), towards the balance full and final consideration for the Said Flat, simultaneously against the TRANSFERORS handing over the legal, juridical & physical possession of the Said Flat to the TRANSFEREES to be paid through disbursement of loan from bank and / or from financial institution or from their own self funds as the case may be and after submitting all chain of agreements including original share certificate.
6. The TRANSFERORS have obtained sale N.O.C. and No Dues Certificate from the said Society i.e., SUMAN TULSIANI CO – OPERATIVE HOUSING SOCIETY LTD., in order to facilitate the TRANSFEREES to obtain / acquire the Said Flat and the Said Shares of the Society (as per annexure enclosed). The TRANSFERORS shall also assist in obtaining Bank mortgage NOC from the Society, subject to the Society rules, for the TRANSFEREES to get home loan from any Bank or Financial Institution.
 7. The TRANSFERORS shall deliver to the TRANSFEREES legal, juridical and physical possession of the Flat along with the permanent fixtures and fittings, on as is where is basis on receipt and

realization of the full and final consideration mentioned herein above.

8. The TRANSFERORS undertake to pay and clear off the charges payable to the Society by way of Municipal Taxes and other Society outgoings / dues or any other dues of any nature whatsoever relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREES.
9. The TRANSFEREES hereby agree to pay all and any charges, dues, outgoings, Municipal Taxes, electricity bill, other Society outgoings / dues relating to the Said Flat effective from the date of taking over the possession of the Said Flat. The TRANSFEREES shall repay to the TRANSFERORS the advance maintenance paid by the TRANSFERORS, after adjusting the proportionate maintenance till date of handing over the possession. The TRANSFEREES also hereby declare and undertake that they will abide by the rules and regulations and bye – laws of the society, without any reservation whatsoever.
10. If any claim of whatsoever nature, pertaining to the period prior to the date of completion and handing over possession of the said Flat in respect of The Flat and the said Shares arise, the TRANSFERORS shall be liable and responsible to settle such claims within a reasonable amount of time. The TRANSFERORS shall indemnify and shall keep the TRANSFEREES indemnified from such claims.
11. The TRANSFERORS doth hereby always indemnify and keep indemnified the TRANSFEREES for any outstanding payment towards the said Society or any concerned authorities in respect of the Said Flat, if any, further, the TRANSFERORS hereby confirm and undertake to bear and/or reimburse all expenses, claims etc. of whatsoever nature on the Said Flat, if any, levied by any authorities including Income Tax, GST, Sales Tax, M.C.G.M., any other State, Central Government Authorities or any other person for the period prior to the date of signing and registration of this agreement.

12. The TRANSFERORS hereby covenant with the TRANSFEREES that notwithstanding any act, deed, matter or thing whatsoever by the TRANSFERORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the TRANSFERORS made, done, committed, omitted or knowingly suffered to the contrary, the TRANSFERORS have in themselves good right, full power and absolute authority to sell and transfer the Said Flat and the Said Shares in favour of the TRANSFEREES and that their ownership thereof is valid and subsisting in law for all purposes and in all respects and that the TRANSFERORS have not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the Said Flat and the Said Shares may be rendered void or voidable for any reasons or on any count.

13. The TRANSFERORS hereby jointly and severally declare that:
 - a) they are the absolute owners of the Said Flat and the Said Shares including the right, title, interest and benefits attached thereto and no one else has any right, title or interest in the Said Flat and the Said Shares;
 - b) they have good right, full power and absolute authority to sell, convey and transfer the said Flat;
 - c) the said Flat is presently in their exclusive and uninterrupted possession, use and enjoyment;
 - d) the said Flat and the said Shares is not subject to any charge, encumbrance, pledge, lien, liability, litigation, claim (including tax liability) or *lis pendens* and/ or facts and/ or circumstances which in any manner whatsoever adversely impact their title, right and/ or interest in respect of the said Flat and prior to the execution hereof the TRANSFERORS have not entered into any Agreement for Sale, Sale Deed, Lease, currently valid Leave and License, Tenancy, Mortgage, Gift Deed or otherwise in respect of the said Flat;
 - e) they have not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the TRANSFERORS are prevented or prohibited from dealing with, disposing off or transferring their right, title and interest in respect of the Said Flat and the Said Shares;
 - f) the Said Flat and the Said Shares are not attached either before or

after the Judgment or at the instance of any Taxation Authorities or any Authorities and they have not given any undertaking to the Taxation Authorities so as not to deal with or dispose off their right in the Said Flat and the Said Shares and that they are fully competent and entitled to sell, transfer and convey the Said Flat and the Said Shares to the TRANSFEREES;

- g) there are no proceedings pending/ threatened in any Court of Law touching or affecting the said Flat;
- h) there are no insolvency proceedings pending or contemplated against the TRANSFERORS;
- i) their title to the said Flat is clear, marketable and free from all encumbrances;
- j) That there is no impediment or restraint or injunction against the TRANSFERORS in respect of the Said Flat and the Said Shares whereby they may be prevented from selling or transferring the Said Flat and the Said Shares to the TRANSFEREES.
- k) there is no statutory or commercial liability to any private, public authority for payment of dues/ duties/ taxes/ cess/ premiums/ stamp duty on conveyance of land, etc., in relation to the said Flat;
- l) No notice, order or circular from any person or Authority or Authorities or Government or Semi-Government or public bodies has been received by the TRANSFERORS whereby or by reason or means whereof they have been prohibited or prevented or restrained in any manner howsoever from selling and transferring the said Flat in favour of any third party;
- m) that there is no attachment or prohibitory order or litigation, impediment or restraint or injunction against the TRANSFERORS in respect of the said Flat whereby they may be prevented from selling or transferring the said Flat to the TRANSFEREES;
- n) no permission from any authority whomsoever is required in respect of the present transaction of sale of the said Flat in favour of the TRANSFEREES herein (except NOC from the Society);
- o) All society charges, property taxes, outgoings and maintenance charges in respect of the said Flat as well as all electricity charges, water charges, utility charges, etc. levied in respect of the said Flat have been duly paid by the TRANSFERORS upto date and there are no arrears in respect thereof;

- p) that the TRANSFERORS hereby declare and warrant that there is no outstanding loan or have not created an equitable mortgage on the Said Flat and the said Shares or have not given any guarantee to any person or party for creation of mortgage prior to or on the date of handing over the vacant and peaceful possession of the said Flat to the TRANSFEREES. The TRANSFERORS represent and warrant that there is no claim, right, title and interest whatsoever nature in respect of the Said Flat from anyone and the TRANSFERORS hereby warrant and indemnify that the title of the Said Flat and the said Shares are clear, free from all encumbrances and marketable:
- q) The TRANSFERORS have not taken or accepted any earnest money from any third party in respect of the Said Flat and Said Shares.
- r) Until the payment of the full and final consideration as set out hereinabove, the TRANSFERORS unconditionally undertake to keep the said Flat free from all encumbrances whatsoever
- s) If any loss or damage is caused to the TRANSFEREES or any costs expenses or outgoings are levied on the TRANSFEREES on account of any claim made by any third party on any part or the whole of the Said Flat for the period of their ownership of the said Flat, the TRANSFERORS hold and shall hold the Transferees fully protected against all such loss, damage, costs, expenses, and outgoings.

Relying upon the covenants, assurances and representations made herein, the TRANSFEREES have purchased the Said Flat and the Shares appurtenant thereto and the TRANSFERORS hereby undertake to indemnify and keep indemnified and save and keep harmless the TRANSFEREES of, from and against any loss, damage, costs, charges, expenses, demand, action, dispute, claim, interest on any account or in any form of whatsoever nature suffered or sustained by the TRANSFEREES due to any of the representations being incorrect or due to breach of any of the covenants/assurances given herein.

- 14. The sale shall be completed on receipt of the full and final consideration by the TRANSFERORS as provided in Clause 4 hereinabove against the TRANSFERORS handing over the legal and juridical possession of the Said Flat to the TRANSFEREES. Any

further documents that may be required to be executed for more perfectly transferring the right, title and interest in respect of the Said Flat together with the benefits of the deposit money, sinking fund or any other deposits lying credited with the society / local authority including electricity / mahanagar gas deposits in respect of the Said Flat in favour of the TRANSFEREES shall be executed by the TRANSFERORS at the cost of the TRANSFEREES simultaneous with the receipt of full and final consideration and handing over legal and juridical possession of the Said Flat.

15. Subject to receiving (after clearance and credit to the TRANSFERORS account if paid by Demand Draft/Cheque) the full and final consideration the TRANSFERORS relinquish and surrender all their rights, title and interest in the membership of the said Society, the Share Certificate (if share certificate has been issued) and the Said Flat in favour of the TRANSFEREES forever.
16. On payment of the full and final consideration for the Said Flat within the stipulated time period as aforesaid, the TRANSFEREES shall be entitled to apply for the membership of the Co-Operative Housing Society. The TRANSFEREES hereby agree and undertake to become members of the Co-Operative Housing Society and abide by its rules, regulations and bye-laws from time to time.
17. On execution and registration of these presents, the TRANSFERORS will hand over all copies of their chain documents along with copy of Share Certificate pertaining to the Said Shares of the Said Flat to the TRANSFEREES as per Home Loan Institution's requirements for disbursement of loan availed by the TRANSFEREES for purchase of the Said Flat. All the Originals of the required Ownership Agreements and Chain of documents shall be handed over to TRANSFEREES' Home Loan Institution/TRANSFEREES at the time of disbursement of the balance full and final payment consideration by Home Loan Institution. In the event that the TRANSFEREES pay the balance consideration from their own funds, the original documents shall be handed over to them against the final payment along with the handing over of the legal and juridical possession of the Said Flat.

18. On receiving full and final consideration, the TRANSFERORS hereby relinquish and surrender all their right, title and interest in the membership of the Said Society, the ownership of Said Shares and the Ownership of the Said Flat in favour of the TRANSFEREES forever.
19. At the time of completion of the sale (a) the TRANSFERORS shall by an appropriate writing resign as members of the said society and request the society to admit the TRANSFEREES as members of the society in place of the TRANSFERORS; (b) the TRANSFEREES shall apply to the said society to become members of the said society and (c) the TRANSFERORS and the TRANSFEREES shall duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said shares from the names of the TRANSFERORS to the names of the TRANSFEREES.
20. The TRANSFERORS undertake to execute any such documents, if any, required by the said society or any other authority or the TRANSFEREES for effectually transferring the Said Flat and the Said Shares unto the favour of the TRANSFEREES. However, in future, they undertake to co-operate with the TRANSFEREES and will execute all such further papers / documents / writings whatsoever for the effective transfer of the Said Flat in the name of the TRANSFEREES at the cost of the TRANSFEREES.
21. The Transfer Charges payable to the Society in respect of this Sale shall be borne and paid by the TRANSFERORS and the TRANSFEREES in equal share i.e. 50% each. The legal charges and other incidental expenses in respect of this Sale are to be borne and paid by the TRANSFEREES except the charges incurred by the TRANSFERORS for their own benefit of any nature including legal advice, etc....
22. This Agreement shall be subject to the provisions of the rules and regulations governing Residential premises at Maharashtra. The Stamp Duty and Registration Charges in respect of this Agreement for Sale shall be borne and paid by the TRANSFEREES alone. The

TRANSFEEE indemnifies the TRANSFERORS from any such claim laid in this respect.

23. The TRANSFERORS hereby jointly and severally agree to indemnify and keep the TRANSFEREES indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that the TRANSFEREES may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for the TRANSFERORS in respect of the Said Flat and the Said Shares in relation to the period prior to the execution hereof. The TRANSFERORS shall at their own cost and expenses get such claim, if any, released to the satisfaction of the TRANSFEREES.
24. The TRANSFERORS hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the Said Flat and the Said Shares have been made and / or created by the TRANSFERORS and / or any one claiming through them prior to this day, in favour of any person or persons other than the said TRANSFEREES, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said society and / or the TRANSFEREES.
25. The TRANSFERORS hereby declare that no member either major or minor of the family has any right, title and interest in the Said Shares and the Said Flat in any manner whatsoever and that they are in exclusive use and / or occupation of the Said Flat in any manner whatsoever.
26. The TRANSFERORS hereby undertake to execute, at the cost of the TRANSFEREES any other documents, which may be required and lawful by the TRANSFEREES to make the title of the Said Flat complete and absolute without claiming any extra charges or compensation. The TRANSFERORS also agree and undertake to cooperate with the TRANSFEREES and also to appear personally as and when required, for the Registration of this Agreement with the concerned authorities of Joint Sub-Registrar of Assurances, Mumbai.

27. That the TRANSFERORS herein are absolutely and fully responsible & liable to pay all the taxes, dues / arrears of State Government / Central Government / Service Tax Authority, Central Excise Dues / Taxes, Income Tax, VAT, Municipal and Local Taxes, Property Taxes, Loans or any kind of outstanding and arrears due and pending as on date to any concerned department in respect of the Said Flat till the handing over of the Said Flat.

28. The TRANSFERORS agree to transfer Said Shares and their interest in the Said Flat to the TRANSFEREES and the TRANSFEREES are entitled to hold, possess, occupy and enjoy the Said Flat without any interruption from the TRANSFERORS or anyone else claiming through them. The TRANSFERORS hereby further declare that they have full right and absolute authority to enter into this Agreement for sale and transfer the Said Flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the TRANSFEREES may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby legal and juridical enjoyment possession of the TRANSFEREES in respect of the Said Flat may be disturbed.

29. The Transferors and Transferees agree that This Agreement contains the whole agreement between the Vendors/Transferors and Purchasers/Transferees pertaining to the subject matter hereof and supersedes & cancels all prior agreements recorded & un-recorded between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement and Memorandum of Understanding executed between the parties concerned herein in respect of the said Flat.

30. The TRANSFERORS are aware that the TRANSFEREES have agreed to enter into this Agreement and pay the full consideration becoming due hereunder relying upon correctness of the statements herein, the TRANSFERORS repeat and confirm the same and none of them are false or incorrect. The TRANSFERORS shall keep the

TRANSFEREES fully indemnified if any liability arises in future due to their misstatements of facts

31. This Agreement has been executed in Mumbai, the payments are made in Mumbai and the Said Flat is situated in Mumbai, hence it is subject to jurisdiction of Mumbai's court of law.

SCHEDULE OF THE PROPERTY

ALL THAT FLAT PREMISES being Flat No. 701 on 7th Floor, Building known as Suman Towers admeasuring 970 Sq. Ft. Super Built Up Area along with One Open Car Parking Space No. 9 in the compound in Suman Tulsiani Co-operative Housing Society Ltd., along with Five Fully Paid-Up Shares of Rs. 50/- each bearing distinctive Nos. from 126 to 130 (Both Inclusive) under Share Certificate No. 49 issued by Suman Tulsiani Co-operative Housing Society Ltd., at Plot of Land bearing piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 24200 Sq. Ft. area bearing Plot No. 22 and forming part of larger land bearing Survey No. 41 (part) corresponding CTS No. 1/148 of Village Oshiwara, Taluka Andheri, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban of the Municipal Corporation of Greater Mumbai situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053.

And further details of which are as under:

Year of Construction	:	1983-84
Type of Construction	:	R. C. C.
No. of floors	:	Gr./Stilt + 16 Upper Floors (with lift)
Area of flat	:	970 Sq. Ft. Super Built Up Area i.e. 90.15 Sq. Mtrs. Super Built Up Area

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED by)
withinnamed the *TRANSFERORS*)
Mr. RAMAN S. GROVER)
PAN No. AIBPG1414B

&

Mrs. LATA RAMAN GROVER)
PAN No. AIBPG1415A
in presence of)

SIGNED AND DELIVERED by the)
withinnamed *TRANSFEREES*)
Mr. SAGAR ANOOP HINGORANI)
PAN No. ALYPH2881H

Mrs. MANISHA ANOOP HINGORANI
PAN No. AAAPH8692R

&

Mr. ANOOP V. HINGORANI)
PAN No. AAOPH1216P
in presence of)

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREES, **Mr. SAGAR ANOOP HINGORANI, Mrs. MANISHA ANOOP HINGORANI & Mr. ANOOP V. HINGORANI**, a sum of Rs.

_____/- (Rupees _____
Only) being the Earnest Money / Part Payment Consideration for the sale and transfer of Flat No. 701 on 7th Floor, Building known as Suman Towers along with One Open Car Parking Space No. 9 in the compound, in Suman Tulsiani Co- Operative Housing Society Ltd., situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., as under: -

Sr. No	Cheque / Bank PO / DD No. RTGS/NEFT/IMPS	Dated	Drawn on	Amount
1.	Ref. No. 0000000000000057	12.07.2024	HDFC Bank	10,00,000/-
2.				
3.				

Rupees

* subject to realisation of cheque/draft

WE SAY RECEIVED
Rs. _____/-

RAMAN S. GROVER & LATA RAMAN GROVER
Transferors

WITNESS: -

1. _____

2. _____

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREES, **Mr. SAGAR ANOOP HINGORANI, Mrs. MANISHA ANOOP HINGORANI & Mr. ANOOP V. HINGORANI**, a sum of Rs. 65,18,200/- (Rupees Sixty Five Lakhs Eighteen Thousand Two Hundred Only) being the Part Payment Consideration which sum of Rs. 65,18,200/- (Rupees Sixty Five Lakhs Eighteen Thousand Two Hundred Only) has been deducted towards TDS under Income Tax Act, for the sale and transfer of Flat No. 701 on 7th Floor, Building known as Suman Towers along with One Open Car Parking Space No. 9 in the compound, in Suman Tulsiani Co- Operative Housing Society Ltd., situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., as under: -

Sr. No	Cheque / Bank PO / DD No. RTGS/NEFT/IMPS	Dated	Drawn on	Amount
1.	TDS Deducted @ 23.92%			65,18,200/-

Rupees Sixty Five Lakhs Eighteen Thousand Two Hundred Only

Rs. 65,18,200/-

* subject to realisation of cheque/draft

WE SAY RECEIVED
Rs. 65,18,200/-

RAMAN S. GROVER & LATA RAMAN GROVER
Transferors

WITNESS: -

1. _____

2. _____

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREES, **Mr. SAGAR ANOOP HINGORANI, Mrs. MANISHA ANOOP HINGORANI & Mr. ANOOP V. HINGORANI**, a sum of Rs.

_____/- (Rupees _____)

Only) being the Balance Full and Final Payment Consideration for the sale and transfer of Flat No. 701 on 7th Floor, Building known as Suman Towers, along with One Open Car Parking Space No. 9 in the compound in Suman Tulsiani Co- Operative Housing Society Ltd., situated at Plot No. 22, Samarth Nagar Cross Road No. 3, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., as under: -

Sr. No.	Cheque / Bank PO / DD No. RTGS/NEFT/IMPS	Dated	Drawn on	Amount
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Rupees

* subject to realisation of cheque/draft

WE SAY RECEIVED
Rs. _____/-

RAMAN S. GROVER & LATA RAMAN GROVER
Transferors

WITNESS: -

1. _____

2. _____