

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai, on this the ____ day of November, 2024, BETWEEN **MRS. PRIYA RAJIV VARTAK & MISS. DIVYA RAJIV VARTAK**, Adults, Indian Inhabitants, having their address at Flat No. B – 206, Sagar Shrot CHS Ltd., Juhu Versova Link Road, Andheri (W), Mumbai – 400053, hereinafter referred to as the “Transferors”, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators and assigns) of the FIRST PART, AND **DR. (MRS.) PRIYA SOMNATH PARUI**, Adult, Indian Inhabitant, having her address at A/003, Shiv Parvati CHS Ltd., Ahimsa Marg, Chincholi Bunder Road, Malad (W), Mumbai – 400064, hereinafter referred to as the “Transferee”, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include her heirs, executors, administrators and assigns), of the SECOND PART.

WHEREAS the Transferors herein are the sole and rightful owners of **Flat No. 01A** on the **Ground Floor** in the **B – Wing** of **Building No. 2** known as **Royal Sands**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053, on the plot of land bearing C. T. S. No. 621 being part of Survey No. 41, located at Village Oshiwara, Taluka Andheri, Greater Mumbai in the Mumbai Suburban district, (more particularly described in the Schedule annexed hereto) admeasuring **198** Sq. Ft. Carpet area, equivalent to **238** Sq. Ft. Built – up Area, (hereinafter referred to as “the said Flat”) and are this day fully seized and possessed of and entitled in all respects to dispose of the said Flat under this Agreement.

AND WHEREAS the Transferors are the members of the **Royal Sands Co – operative Housing Society Ltd.** (registered under M.C.S. Act, 1960, Registration No. R/C 13956/2007/2008) and having its registered address at behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053.

AND WHEREAS as such members, the Transferors are the absolute owners of five shares of face value Rs. 50/- each in the capital of the Society, bearing distinctive Nos. **461** to **465**, of the aggregate value of Rs. 250/- (Rupees Two Hundred Fifty only), hereinafter called the shares, under Share Certificate No. **094**, issued by the

said Society and which share certificate stands in the name of the Transferors.

AND WHEREAS the Transferors had purchased the said Flat from MR. RAVJI RATA PATEL & MRS. DHANU D. PATEL by way of an Agreement dated 29th April, 2013. The said Agreement was registered with the Sub – Registrar of Assurances under no. BDR17 – 2376 – 2013. The said MR. RAVJI RATA PATEL & MRS. DHANU D. PATEL had purchased the said Flat from CAPT. ALOK SAXENA & MRS. KANCHAN SAXENA by way of an Agreement dated 29th January, 2007. The said Agreement was registered with the Sub – Registrar of Assurances under no. BDR9 – 0906 – 2007. The said ALOK SAXENA & ANILA SAXENA had purchased the said Flat from the builder / promoter, **M/s. PRAMUKH DEVELOPMENT CORPORATION**, by way of an Agreement dated 28th February, 2022. The said Agreement was registered with the Sub – Registrar of Assurances under no. BDR4 – 2923 – 2002.

AND WHEREAS the Transferors have represented to the Transferee that they are presently holding the abovesaid Flat on an Ownership basis, and are desirous of disposing of their rights, title and interest in the said Flat along with the right to get the said shares and the membership of the Society transferred in the name of the Transferee and the Transferee herein has agreed to acquire all the rights, title and interest of the Transferors in the said Flat along with the five shares allotted to them and the membership of the Society on the following terms and conditions :

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

1. The Transferors hereby agree to sell, transfer and assign all their right, title and interest in respect of the said Flat being **Flat No. 01A** on the **Ground Floor** in the **B – Wing** of **Building No. 2** known as **Royal Sands**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053, and the membership of the said Society, free from all encumbrances and more particularly described in the schedule hereunder attached, at or for the lump sum consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only).
2. The Transferee has agreed to pay to the Transferors the full consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only) as described hereinbelow. The said consideration will be paid by the Transferee to the Transferors as follows:-

- a. The Transferee has deducted, from the amount payable to the Transferor, a sum of Rs. **55,000/-** (Rupees **Fifty Five Thousand** only), being a sum equal to 1% of the total consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only), towards TDS as per the provisions of Section 194 – 1A of the Income Tax Act, 1961, inserted as per the Finance Bill, 2013, w.e.f. 1st June, 2013. The Transferee shall deposit the said amount of Rs. **55,000/-** (Rupees **Fifty Five Thousand** only) in the Government Treasury / Account, and hand over the proof of payment thereof to the Transferors prior to taking the possession of the said Flat.
 - b. **Rs. 29,45,000/-** (Rupees **Twenty Nine Lakhs Forty Five Thousand** Only) paid in the manner described hereinbelow before the execution of this Agreement, the receipt whereof the Transferors does hereby admit and acknowledge and acquit, release and discharge the Transferee from the payment and receipt thereof and every part thereof.
 - c. And the balance of **Rs. 25,00,000 /-** (Rupees **Twenty Five Lakhs** only) shall be paid by the Transferee to the Transferors on or before _____, 2024, for which the Transferee shall avail of a loan from a financial institution. The Transferors shall hand over the vacant and peaceful possession of the said Flat on receiving the full and final payment.
3. The Transferors have obtained the consent of the said society for the transfer, Sale, and interest of the Transferors in the said Society, as well as the right, title, and interest of the Transferors in the said Flat, as herein contained, to the Transferee, and also to the admission of the Transferee to the membership of the said Society in place and instead of the Transferor, when the Transfer herein is completed by delivering the vacant and peaceful possession of the said Flat to the (Purchaser) Transferee. The actual transfer and admission of the Transferee to the membership of the Society shall be done only after the full and final payment as mentioned hereinabove is received by the Transferor.
 4. The Transferors shall execute and hand over all documents regarding the said Flat to the Transferee including Transfer forms, and all other letters,

documents and writings as required under the Maharashtra Co-operative Societies Rules, 1961 and as per the bye-laws of the said society for the effectual transfer of the said Flat and the membership of the Society upon receipt of the full and final balance payment.

5. The Transferors hereby declare and confirm that they have a right to transfer & sell their Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, on the Ground floor, and they are not restricted by any agreement or any declaration for the transfer of the said Flat. The Transferors hereby further covenant with the Transferee that the Transferee shall henceforth, after payment of full consideration to the Transferor, be entitled to quietly and peacefully possess and occupy and enjoy the said premises without any hindrance, denial, demand, interruption or eviction by the Transferors or any other person lawfully or equitably claiming through, under or in trust for the Transferor.

6. The Transferors here by declares that the title to the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, on the Ground floor, is clear and marketable, and they have not created any lien, mortgage, charges, or any encumbrances in respect of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, or right, title, and interest, or has not received any decree or prohibitory order, or attachment for transfer of the said Flat. The Transferors have also not sold to any other person, so as to disentitle and disqualify them from into entering into this Agreement, or whereby the Transferee may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in her favour or the quiet and peaceful enjoyment or possession of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands. If the Transferee may be disturbed, or in the event of being found that the Transferors are not entitled to enter into this Agreement and transfer their right, or the Transferee is not able to enjoy quiet and peaceful possession of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands due to any such reason, then the Transferors shall be liable to compensate, indemnify, and / or reimburse to the Transferee for the loss, or damage, the Transferee may suffer or sustain on this behalf.

7. The Transferors hereby declare and confirm that no one else has or any one claiming through them shall have any right, title interest of any nature whatsoever, in this said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, once the possession is given to the Transferee pursuant to this Agreement.
8. It is hereby agreed between the parties hereto that the Transferee alone shall be responsible to pay the Stamp Duty and Registration charges of this Agreement. The transfer fee to the **Royal Sands Co – operative Housing Society Ltd.** shall be paid by both the parties equally.
9. The Transferors agrees that, subject to the receipt of the full and final balance payment, they shall make, execute, or sign all such necessary applications, documents and instruments as may be required for more perfectly or effectively transferring their title to the Transferee in respect of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands.
10. The Transferors agrees that all charges such as maintenance, Municipal taxes, Repair fund, to the **Royal Sands Co – operative Housing Society Ltd.** or tax liability to any competent authority in respect of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, shall be their responsibility till the possession of the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, is handed over to the Transferee. The Transferee shall be liable to pay the above said charges from the date of possession only.
11. The Transferors declares that they are well and sufficiently entitled to hold the said Flat No. 01A, B – Wing, Bldg. No. 2, Royal Sands, and the other incidental rights attached to the said Flat.
12. The Transferors hereby undertake and declare that in case of any nomination, assignment, lien or charge in respect of the said shares and the rights to the said Flat have been made and / or created by the Transferors and / or anyone claiming through them prior to this day, in favour of any person or persons other than the said Transferee, the same shall after the execution of these presents, be deemed to be null and void, inoperative, cancelled and deemed to be withdrawn and not binding upon the said Society and / or the Transferee.

13. The Transferors hereby agrees to transfer, if any, the electricity (meter) deposit, or any other deposits, or any credit in respect of Flat No. 01A on the Ground floor in the B – Wing, Bldg. No. 2, of the **Royal Sands Co – operative Housing Society Ltd.** to the Transferee.
14. The Transferee hereby agrees that she will abide by all the conditions laid down by the **Royal Sands Co – operative Housing Society Ltd.**
15. All the original documents like previous original sale agreements and Registration receipts shall be handed over to the Transferee as required by the financial institution, from which the Transferee is taking a loan, for the disbursement of the said loan.
16. The PAN Nos. of the parties are as below :

Name	PAN No.
MRS. PRIYA RAJIV VARTAK	
MISS. DIVYA RAJIV VARTAK	
DR. (MRS.) PRIYA SOMNATH PARUI	

17. This Agreement of Sale has been executed in Mumbai, the Flat is situated in Mumbai and the payments are made in Mumbai, hence it is subject to the jurisdiction of the Courts of Law of the Metropolitan City of Mumbai only.

SCHEDULE OF THE PROPERTY HEREINABOVE REFERRED TO

Flat No. 01A, admeasuring **238** Sq. Ft. Built – up Area on the **Ground Floor** in the **B – Wing** of the building known as **Royal Sands (Bldg. No. 2)**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053, on the plot of land bearing C. T. S. No. 621 being part of Survey No. 41, located at Village Oshiwara, Taluka Andheri, Greater Mumbai in the Mumbai Suburban district.

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

SIGNED, SEALED AND DELIVERED)
by the withinnamed Transferors)

SIGNATURE OF MRS. PRIYA RAJIV VARTAK	LEFT THUMB IMPRESSION	PHOTO
SIGNATURE OF MISS. DIVYA RAJIV VARTAK	LEFT THUMB IMPRESSION	PHOTO

in the presence of _____)

SIGNED, SEALED AND DELIVERED)
by the withinnamed Transferee)

SIGNATURE OF DR. (MRS.) PRIYA SOMNATH PARUI	LEFT THUMB IMPRESSION	PHOTO
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in the presence of _____)

RECEIPT

Received from **DR. (MRS.) PRIYA SOMNATH PARUI** a sum of **Rs. 29,45,000/-** (Rupees **Twenty Nine Lakhs Forty Five Thousand** Only), in the manner described below, as a part payment towards the total consideration of **Rs. 55,00,000/-** (Rupees **Fifty Five Lakhs** only) for the sale of **Flat No. 01A** on the **Ground Floor** in the **B – Wing** of **Building No. 2** known as **Royal Sands**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053.

Cheque No.	Dated	Drawn On	Amount
Total			Rs. 29,45,000/-

WE SAY RECEIVED

MRS. PRIYA RAJIV VARTAK

MISS. DIVYA RAJIV VARTAK

RECEIPT

Received from **DR. (MRS.) PRIYA SOMNATH PARUI** a sum of Rs. **55,000/-** (Rupees **Fifty Five Thousand** only), by way of TDS paid @ 1 % of the total consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only), towards TDS as per law, as a part payment towards the total consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only) for the sale of **Flat No. 01A** on the **Ground Floor** in the **B – Wing** of **Building No. 2** known as **Royal Sands**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053.

WE SAY RECEIVED

MRS. PRIYA RAJIV VARTAK

MISS. DIVYA RAJIV VARTAK

WITNESSES :

1.

2.

RECEIPT

Received with thanks from the Transferee **DR. (MRS.) PRIYA SOMNATH PARUI**, a sum of Rs. **25,00,000/-** (Rupees **Twenty Five Lakhs** only) as the full and final payment towards the total consideration of Rs. **55,00,000/-** (Rupees **Fifty Five Lakhs** only) for the sale of **Flat No. 01A** on the **Ground Floor** in the **B – Wing** of **Building No. 2** known as **Royal Sands**, behind Citi Mall, Off New Link Road, Andheri (West), Mumbai – 400053, and handed over vacant and peaceful possession of the said Flat.

MODE OF PAYMENT

Cheque No	Date	Bank Name and Branch	Amount
In total: Rupees Twenty Five Lakhs Only			Rs. 25,00,000/-

WE SAY RECEIVED

MRS. PRIYA RAJIV VARTAK

MISS. DIVYA RAJIV VARTAK

WITNESSES :

1.

2.