AGREEMENT FOR SALE

This Agreement for Sale is Made & Executed on these 26th Days of October 2024 at Mumbai.

BETWEEN

Mrs. SATYABHAMA BHARAT SHARMA Ages about <u>54</u> Years. AADHAR No. <u>5541 2299 2926</u> & PAN No. <u>DZPPS2450R</u> Indian inhabitant of Mumbai residing at Flat No. 603, 6th Floor Building No. 12/E-1 Wing, AMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. Sangharsh Nagar Chandivali Farm Road Andheri (E) Mumbai–400072 Hereinafter referred to as the TRANSFERORS Or VENDORS (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include his heirs, legal representative, executors, administrators, successor in-charge, till the last survivor and the permitted assigns) of the <u>ONE PART</u>.

AND

Mr. AMAN RAJESH VISHWAKARMA Age about <u>24</u> Years AADHAR No. <u>7875 2332 6611</u> & PAN No. <u>BSNPV7217C</u> 2) Mrs. SHASHILATA RAJESH VISHWAKARMA Age about <u>30</u> Years AADHAR No. <u>3131 1682 1270</u> and PAN No. <u>AKBPV4942K</u> Both are Indian Inhabitants presently residing at 830, 2/2 Hanuman Nagar CHS PARKSITE VIKHROLI WEST MUMBAI-400079 Hereinafter referred to as the <u>TRANSFEREE OR PURCHASER</u> (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include her heirs legal representative, executors administrators, successor in-charge, till the last survivor and the permitted assigns) of the **OTHER PART**.

"THE CONFIRMING PARTIES"

- about 33 Years. AADHAR No. 3094 3030 4163 2) Mr. SUNIL BHARAT SHARMA Aged about 30 Years AADHAR No. 4111 1451 2903 3) MISS. KIRAN BHARAT SHARMA age about 29 AADHAR No. 9935 0264 7634 4) Mr. ALOK BHARAT SHARMA Age about 27 Years AADHAR No. 5462 7103 2892 Indian inhabitant of Mumbai, residing at Flat No. 603, 6th Floor Building No. 12/E-1 Wing AAMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. Sangharsh Nagar Chandivali Farm Road Andheri (E), Mumbai-400072 hereafter called and referred to as THE CONFIRMING PARTIES (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and
- (a) <u>AND WHEREAS</u> The Transferors herein is seized and possessed of or otherwise well and sufficiently entitled to Flat No. 603 on 6th Floor Building

- No. 12/E-1 Wing, admeasuring about 225 sq. Feet Carpet Area Building Known as AMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. Sangharsh Nagar Chandivali Farm Road, Andheri (E), Mumbai-400072, constructed on the land Bearing C.T.S No. 11/A (pt) of Village-Chandivali, Taluka-Kurla District-Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai, which Flat premises is hereinafter called and referred to as THE SAID FLAT PREMISES.
- (b) <u>WHEREAS</u> the Vendor is the absolute owner/member and well seized and possessed and/or well and sufficiently entitled to **Flat No. 603, 6th Floor, Building No. 12/E-1 Wing, AAMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD.** Sangharsh Nagar Chandivali Farm Road Andheri (E) Mumbai-400072 admeasuring 225 sq.ft Carpet area the society registered under the provisions of Maharashtra Co-op. Societies Act, 1961 and Rules there under bearing Registration No. **M.U.M/S.R.A/H.S.G/(T.C)/12874/2018** Hereinafter Referred To As The Said Society).
- (c) AND WHEREAS vide Order Dated 15/09/2003 in Writ Petition No. 603 of 1995 Passed an Order by the Hon'ble High Court, Bombay the Original Allottee Mr. BHARAT SHARMA was allotted the said Flat in lieu of the hut situated at in the area of Sanjay Gandhi National Park, Borivali, Mumbai vide Allotment Letter No. JKB/20/LAND/1487/2007-08 BORIVALI Dated 10.05.2007. And Late Mr. BHARAT SHARMA was expired on 24.10.2012 leaving behind the Vendor and Confirming Parties is the legal heirs and legal representatives of the late deceased.
- (d) AND WHEREAS the Transferor's Husband Late Mr. BHARAT SHARMA was expired on 24.10.2012 at Mumbai leaving behind his 2 Son and 2 Daughter are the legal heirs & beneficiary in respect to said flat premise.
- (e) <u>AND WHEREAS</u> the Vendor is the Bonafide member of the Flat No. 603, 6th Floor Building No. 12/E-1 Wing, AAMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. and holding **05** (FIVE) fully paid up qualifying shares of Rs. 10/- Each aggregating on Society record Share Certificate No. <u>32</u> and Member Registered No. <u>51</u> having distinctive Share Bering Numbers From <u>156</u> to <u>160</u> (both inclusive) in favour of the Vendor on Dated <u>07.07.2024</u> The Vendor hereby agreed to transfer the five fully paid up shares in favour's of the Purchaser.
- (f) AND WHEREAS the Vendor is in exclusive use, occupation, possession and enjoyment of the above said premises and also paid and cleared all the dues taxes, outgoing electricity charges etc. of the said premises up-to date.

- (g) AND WHEREAS However now ten years passed and the period of lease is finished and the Government of Maharashtra has granted permission to enter into leave and license or any transfer assignment or conveyance/sale as deems fit and furnished OC/CC list of unit dwellers among other records and thus seller is eligible to transfer and assign or dispose-off the said flat premises as deems fit thereto and whereas the property of the Vendors more particularly describes in the schedule of the agreement mentioned below there to.
- (h) AND WHEREAS The Vendors further declares that her title over the said Flat is marketable and free from all encumbrances and he is in exclusive continuous and uninterrupted use occupation and possession & has full and absolute right, title and interest upon the said flat premises.

Now This Agreement Witnessed and It Is Hereby Agreed By And Between The Parties Hereto As Follows:-

- 1) The recitals contained hereinabove shall form the integral and operative part of this Agreement for Sale, as if the same are set out and incorporated herein in verbatim.
- 2) The transferee confirm that reliance on the said representation made by the Transferors to the transferee constitute the basis of this agreement to sale in respect of the said flat as mentioned herein above.
- 3) The Transferors has agreed to sale and transfer to the transferee and Transferee agreed to purchase and acquires the said Flat No. 603 on 6th Floor admeasuring about 225 sq. Feet Carpet Area Building No. 12/E-1 Wing, Building called AAMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. Sangharsh Nagar Chandivali Farm Road, Andheri (E) Mumbai-400072 together with the right, title, interest, benefits, deposits, sinking funds and shares etc. at the price or for the total consideration amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only).
- 4) **TERMS OF PAYMENT OF TOTAL CONSIDERATION:** The Transferee herein has agreed to acquire from the Transferors, and the Transferors have agreed to transfer the said Flat at a mutually agreed sale Consideration of **Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only)** In respect to sale of the said Flat.
- 5) The TOKEN/PART consideration payment of **Rs. 1,10,000/-(Rupees One Lakhs Ten Thousand Only)** has been paid to the Transferor in favor name of **Mrs. SATYABHAMA BHARAT SHARMA** by the transferee to the Transferor on or before execution of this presents The payment and receipt whereof the Transferor both hereby acknowledged and admits.

- i. Balance being full and Final payment of Rs. 27,40,000/-(Rupees Twenty Seven Lakhs Forty Thousand only) shall be payable by the transferee to the Transferor on securing Housing Loan against said flat from any financial institution/s or bank/s Within 45 Days from the date of execution of this agreement for sale, on receipt of full and final payment, the possession of the said flat with all keys of the doors thereof delivering the said flat.
- 6) And it is further agreed between the parties that peaceful and vacate possession will be immediately handed over to the transferee after the receipt of FULL AND FINAL PAYMENT by the Transferors.
- 7) It is expressly and mutually agreed between the parties herein that if due to willful default of the either party, the transaction is not complete in such event the aggrieved party shall have the right to take legal action against the other party in the Court of Law under the Specific Relief Act 1963 or any other law.
- 8) The Transferors hereby further declare that he has full right and absolute authority to enter into this agreement and he has neither dole nor performed, any act deed, matter or things whatsoever, whereby Transferors may be prevented from entering into- this Agreement in respect of the said flat as proposed to be done hereby or whereby the transferee, hereto may be obstructed or prevented or hindered from enjoying the right, agreed to be transferred and be conferred in favor of the transferee herein.
- 9) The Transferors declare that he has not created any mortgage, transfer, assignment, or nor alienated his rights, title and interest in the said flat in any manner on or before the date of execution of this Agreement to sale, and, confirm that the title of the said flat herein is clear marketable and free from all types of encumbrances or liabilities.
- 10) The Transferors declare that no Suit or litigation is pending in respect of the said flat nor there is any attachment, mortgage, lien, claim in favor of any individual, Bank, or in favor of Central and State Government, local Body or public authority and no rates, taxes, levies or dues of any kind are pending against the said Flat. If any dues are payable or become payable for a period prior to the date of handing over the possession same shall be paid by the Transferors.
- 11) The Transferors has duly complied with all rules and regulations and bye-laws of the society and the Transferors has not received any notice from the society for or in relation to breach of any of the rules and regulations and bye-laws of the society nor there is any proceeding is

pending against the Transferors, which is instituted by the society in respect of the said membership or the shares including any notice, action or expulsion against the Transferors as the member of the society.

- 12) The Transferors shall deliver to the transferee all original relevant documents/papers pertaining to the said flat on the receipt of full and final payment of agreed sale amount. However the Transferors shall produce all original papers/documents before registering officer and financial institutions/ banks on their demand.
- 13) The Transferors do hereby covenants that they shall pay and discharge the rates and taxes, society maintenance, water & electricity charges, if any for the period up to the handing over the peaceful & vacant possession and thereafter such charges will be paid By the transferee only and both the parties shall keep indemnified each other in this respect.
- 14) It is agreed between both the parties that transfer charges payable to the society shall be bear 50% amount by each party, including payment of transfer fees, if any payable to the society.
- 15) The transferee shall bear and pay the charges to the stamp duty and registration fees as per stamp duty Act, 1958 as may be in force and thereafter lodge and submit the agreement for registration with the concern Sub-Registrar of Mumbai Sub. District.
- 16) This Agreement shall operate as sale deed upon the payment of full and final consideration made by the transferee to Transferors.
- 17) It is agreed by and between the parties hereto that they shall observe and perform all the terms, conditions and obligations contained in this agreement and All the parties hereto do hereby further confirm covenant and declare that they have entered in to this agreement after going through the terms, conditions and contents and with full knowledge and have fully understood the same in letter and spirit.
- 18) That in the flat premises aforesaid, save and except to the extent mentioned herein, the Vendors is legally entitled to the said premises together with benefits attached to it and that neither the Vendors Herein personally nor through any of his agent/s or constituted attorney has or had at any time Here before either created or agreed to create any third party rights or title interest or claim whatsoever in respect of the said premises.
- 19) That the Vendors has sole and absolute right title and interest in the said shares and in the said flat and the right and power to dispose of the same and there is not impediment or prohibition against the said right

power and authority of the Vendors to deal with and dispose of the same and the same are clear and marketable and free from encumbrances and that Vendors has not done or allowed or permitted to be done any Acts, deeds or things that might have resulted or tantamount to results in encumbering, charging, alienating or creating a lien over the said shares and the said premises in any manner whatsoever.

- 20) That the Vendors is in the exclusive and absolute possession of the said premises with full lock and key control with custody and domination over the possession of the said flat premises and benefits on the date of the present agreement.
- 21) That title of the Vendors of the said premises and benefits save and except to the extent mentioned herein, is absolutely clear and marketable, free from all encumbrance and reasonable doubts including free from any third party adverse Deal Arrangement Understanding Agreement for sale, Transfer Gift Exchange, Mortgage or any encumbrances of any manner whatsoever.
- 22) That the Vendors has not received any notice from court police station, banks credit society or competent authority, individual person etc. of any nature whatsoever whereby Vendors is prohibited or prevented from selling and transferring the said flat premises in the favor of the purchasers.
- 23) The Vendors herein has not been disqualified or rendered, entitled either at law equity or other on account of any action, steps or proceedings or any act of commission or omission, including any forfeiture confiscation acquisition and or reservation police Complaint, forgery and otherwise and there was no There is no dispute filed or inquiry pending or disposed of in respect of the said flat premises and the said premises to the knowledge, notice (expressed and/ or implied) and/or information of the Vendors On receiving the full amount of sale Consideration The Vendors agrees and undertakes to Co-operate for getting the said Flat transferred in The records of the said society in the name of The Purchasers and get The Purchasers admitted as the member of the said society in place of The Vendors and such transfer charge or donation payable to the said society on account of transfer of name will be borne and paid by both the parties by equal proportion.
- 24) That in the manner aforesaid, the Vendors has truly, honestly, fidelity and in good faith disclosed to the purchasers all the material facts and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bona fide representations (or any misrepresentation to

or concealment from the purchasers in bad faith) of anything whatsoever in that behalf and in any manner whatsoever.

- 25) AND Whatsoever upon the strength of the aforesaid representation made by the Vendors the Purchaser have approached the Vendors and have entered into oral negotiations with the Vendors & pursuant to the said negotiations requested the Vendors to sell the said premises to the purchasers for the consolation and on the terms and conditions hereinafter appearing, and the Vendors has agreed to sell, transfer and assign and the purchasers have agreed to purchase and acquire all the rights, title interest and benefits of the Vendors in the said flat premises with absolute right of use and occupation of the said flat premises.
- 26) That notwithstanding any of the deeds, acts or things whatsoever by the Vendors or any other person or person lawfully or claiming by, from or through the Vendors committed or omitted or knowingly suffered contrary the Vendors has full power and absolute right and authority to transfer their membership of the said society they said shares and the said flat premises as aforesaid, and that the Vendors has not, Nor anyone else on their behalf did any acts, deeds or omission whereby the Said Vendors might be prevented from transferring the said shares and the said flat premises and handing over to the purchaser actual, physical and peaceful possession of the said flat premises.
- 27) That the right, title and interest of the Vendors in the said shares and in the said flat premises or flat has not been the subject matter of any pending litigation, or any attachments, either before or after judgment nor the same are subject to any attachment or prohibitory order issued by any department of the state or central Government, other authorities courts of law tribunal or Arbitrators whereby the Vendors are prevented or restrained from assigning or transferring all the rights of the Vendors in the said shares and in the said flat premises to the Purchaser as envisaged under this Agreement.
- 28) That no notice or intimation or attachment has been issued attaching or causing to be attached the said premises of any part thereof by income tax, Sales tax, or any other Department or any other Government of semi Government of local bodies or authorities for arrears of taxes, cases, levies or duty payable by the Vendors and/or any of the predecessors in title of the Vendors.
- 29) The said flat premises is not affected by any lies-pendency or insolvency proceeding or any prohibitory orders from any authority restraining the Vendors form dealing with or disposing of or parting with

possession of the said premises or any part thereof neither of Government nor any public authority has issued any order under the income tax act, and/or the Maharashtra Land revenue code or Under any status restraining the Vendors from selling or disposing of the said premises of any part thereof in any manner as, represented by Vendors to purchasers.

- 30) That the Vendors shall indemnify and keep indemnified the Purchasers from and against all actions, claims demand, costs charges, interest, penalty, loss damages and expenses etc. claimed by any person, Government bank/s, Semi Government Department Credit Society, Individual, Firm Company, Organization etc. as falling due prior to the execution of the these present and until today viz. the date of handing over vacant possession of the said premises, due to any act deed, action, Thing hone or committed or to be cause to done or committed by the Vendors herein or their previous owners or the person/s, representatives though them or anyone who has committed, assured, promised on behalf of him/them it is hereby agreed and undertaken by the Vendors/s that, in case any amount statutory dues payable to the said Promoter/Society or any other Authority /Bank /Sale-Tax/Income-Tax/Agency/statutory Authorities etc. by the Vendors herein is brought to the notice of or demanded by the Purchasers at any time in future, the same shall be borne and paid by the Vendors only without any delay along with interest, loss damages etc. to the concerned authority/ices or the Purchasers.
- 31) That the Vendors of the first part herein, declare that the Vendors of any first part herein shall make, execute and sign all necessary deeds, documents, writings and papers to and in favors of the purchaser, as and when necessary for effective transfer of the said Flat premises to the name of the purchaser thereto. At the cost and expenses and at the option of the purchaser of the second part or his advocate or counsel, as the case may be thereto.
- 32) That the Vendors of the first part herein declares that neither, the Vendors not his (heirs, executors, administrators and assigns or anybody else claiming by through, under or enter there from) shall have objection or claim of whatsoever nature, if the said premises and/ or its Records transferred maturated changed to the name of the purchaser or his name and photographs be taken on the records of the authorized concerned thereto.
- 33) That the Vendors of the first pare herein, agrees to make, execute and sign all necessary deeds, documents writings or papers to and in favors of the purchaser, at the cost expenses and at the option of the

purchaser of the second part for affective transfer, to the name of the purchaser thereto in the record of the society, S.R.A and all other concern authorities.

- 34) That the Vendors agrees to indemnity and keep harmless authorities of the M.C.G.M /ADANI/TATA ELECTRICITY /FOREST DEPARTMENT OF SANJAY GANDHI NATIONAL PARK/S.R.A/ RATIONING CARD /ELECTION CARD AND OTHER GOVT. AUTHORITIES or all the corporation association Society or all concerned or their successor/s fully from preceding that may arise due their acting on this presents or in case anybody comes forward to claim the same in future.
- 35) That the Vendors of the first part herein further agree to fully cooperate with the purchaser and all concerned from time to time and at all the time hereafter if necessary for effective transfer of the said premises, its shares and membership or other records viz. Electricity connection bill, Gas Connection etc. to the name of the purchaser and the Vendors gives his full and complete consent and **NO-OBJECTION** to the same thereto.
- 36) That the Vendors of the first part herein is not prevented, prohibited or restrained by any court order/ Authority from not entering into any negotiations or deal for disposal of the premises or sell the same to anybody in whatsoever nature by law or otherwise and the Vendors has full right and liberty to deal with and dispose of the said flat premises to the purchaser.
- 37) That the seller himself has removed all his articles etc. from the flat premises and put the purchaser into the peaceful and vacant possession of the flat premises on date of execution of this sale deed and the purchaser taken the peaceful and vacant possession of the flat premises.
- 38) That the purchaser shall inform society and shall apply with all required documents and seek transfer shares or membership on his name from today onwards he is entitled to attend to day affairs/ meetings of the Society.
- 39) The Vendors has informed to the society about the intention of sale and transfer of said flat premises with its rights, interest to the purchaser and thereby got the **NO-OBJECTION CERTIFICATE** from the Society.
- 40) The Vendors declares that the membership in the said Society is valid and subsisting and not terminated by the Society, And he further declares that he has not received any notice of expulsion from the said society or any kind of other notices and as such there is no litigation between the said Society and the Vendors/Transferors as a member.

- 41) The Vendors has agreed for all deposits standing to the credit to the Vendors in the books of Society, including sinking fund contribution shall stand Transferred to the credit of the Purchaser and that the Vendors shall not claim any refund or compensation for the same.
- 42) The transfer charges of the Society shall be borne equally by the Vendors and Purchaser. The stamp duty and registration charges payable in respect of this agreement shall be borne entirely by the Purchaser.
- 43) That the parties hereto agree to fully co-operate with each other and neither of them shall act contrary to the terms and conditions of this agreement.
- 44) The Vendors will be responsible for clearing the outgoings i.e. Society maintenance, taxes, dues, Light bill etc. in respect of the said flat till the date of handing over the possession of the said flat to the Purchasers even if the bills are received at any later date.
- 45) That the parties hereto admit and agree to observe all the terms, conditions and the covenants or bye-laws of the of the Society of any of the rules, regulations and by-laws for the time being in force and applicable thereto, or its statutory modification for the time being in force and applicable thereto and which shall be complied in the same fusion and caption thereto.
- 46) The Transferees doth hereby covenant with the Transferors that they shall also became the members of the said Registered Society and shall abide by the Rules and Regulations and Bye-laws of the said Society and that the Transferees further agrees, undertakes to pay, perform and discharge all claims, demands, contributions, duties and obligations which the Society may be lawfully and reasonable hereinafter take in respect of the said Flat from the Transferees as members of the said Society.
- 47) That the purchaser shall be at liberty to let, sublet part with possession or sale, charge any money as consideration or otherwise, And give valid discharge or receipt/s and or to make, execute, sign all necessary deeds, documents, and writings and paper as benefits if he desires to dispose of or as the sole and absolute Owner thereto.
- 48) That the parties hereto further agree to observe all rules, regulations and by laws and the purchaser shall not make any addition, alternations or any change to the characteristic of the said flat premises in whatsoever nature without the NOC and /or permission from the society shall.

- 49) That to the best of the knowledge of the Transferors, there is no judgment, government debt, annuity lispendens Mortgage, writ of execution, any charges, encumbrances, easements, request, trust or any deed or document effecting title to the said flat. The said flat or any part thereof is not the subject matter of any uit, petition, application, complaints or proceedings in civil court or any other complaints or proceeding now pending or already decided as the case may be.
- 50) That the said flat is not subject to any payment other than usual maintenance charges, rate & taxes, no portion of the said flat is occupied by any other person. There is no defect in the said flat or the title thereof there is no covenant or Condition adversely affecting my right, privileges and interest so far as the quiet and peaceful possession and enjoyment of the said flat is concerned.
- 51) The Vendors doth hereby confirm and record that on the execution hereof and only upon receipt of the full and complete Total Consideration as recorded herein, the Vendors shall put the Purchasers in lawful, quiet, vacant, peaceful And absolute possession of the Room as full and absolute and exclusive owners thereof. On receipt of Total Consideration by the Vendors from the Purchasers, it shall be constructed and interpreted that the Purchasers have lawfully taken the possession of the Room from the Vendors as absolute-Owners thereof without any further action. However, all the original title deeds in respect of the Premises shall be handed over by the Vendors to the Purchasers on execution of this Deed, to enable the Purchasers to deposit the same with the Bank and avail the loan facility for payment of the Balance Payment to the Vendors to conclude the sale of the Premises.
- 52) The Transferors shall sign, affirm, execute all deeds, documents, writings, affidavits undertakings, forms, applications etc. as per requirement of this deed in accordance with Rules & Regulation and Byelaws of the said Society as may be necessary and reasonably required by the Transferees from time to time for the purpose of transferring the said Flat, in favors of the Transferees.
- 53) That the Vendors have duly complied with and observed all the rules, Regulations, and bye-laws of the society and that the Vendors have neither received any notice from the society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the Society nor are there any actions or proceedings Against the Vendors instituted by the Society or any Members of the Society in respect of the Premises including any notice

or action for expulsion or termination of the Vendors as member of the Society.

- 54) The Vendors doth hereby further agree and undertake that, from time to time and at all times hereafter, at the request and cost of the Purchasers herein, the Vendors shall do and execute all documents, deeds, forms and writings whatsoever as may be necessary for better and more perfectly transferring the right, title, interest and benefit of the Vendors in the Premises and every part thereof to the exclusive use and benefit of the Purchasers as aforesaid.
- 55) That neither the Vendors nor anyone on their behalf has committed or omitted any act, deed, matter or thing whereby their holding of the Shares and incidental rights thereto including the right to peaceful possession, use, occupation, ownership and enjoyment of the Room and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the Shares or any other right, title and interest therein may Become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise.
- 56) The parties agreed to register the said Agreement for Sale with the Sub Registrar of Assurance as per the provision of the Indian Registration Act 1908 and the said Transferors agreed to appear before the Sub Registrar of Assurance for Registration and to admit their execution.
- 57) This agreement is subject to the provision of the Maharashtra Ownership Flat (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963, Maharashtra Co-Operative Societies Act 1960 and Indian Contract Act. 1872 with rules made thereafter from time to time. This agreement shall be subject to the jurisdiction of the Courts at Mumbai Only.
- 58) The Vendors do and each of them doth agree, declare, covenant and confirm that, in consideration of the Purchasers having purchased the Premises from the Vendors under this Deed, the Vendors do and each of them doth hereby, agree to indemnify and keep indemnified each of the Purchasers and their respective successors/heirs/ beneficiaries-in-title from and against all losses, costs, demands, damages, liability, disputes, actions, claims, costs, charges and expenses that the Purchasers may suffer, sustain or incur on account of any claims, demands, disputes, or actions arising on account of:-

- Any act or omission by the Vendors or any claim or demand made against the Purchasers in respect of any of the Vendors title to the Premises and/or due to any claim made or which may hereafter be made on the Premises due to any act or omission on the part of the Vendors in respect of the Premises.
- Any claim, demand or dispute made directly or indirectly based on the original title deeds of the Premises by any person, statutory authority, Financial Institution, body or tribunal or even otherwise, and also due to non-availability of original Share Certificate in respect of the Room by any person, statutory authority, Financial Institution, body or tribunal or even otherwise.
- Any claim, demand or dispute made directly or indirectly by any person/s, statutory authority, body or I tribunal S.R.A authority or any other government body on the title of the Premises or even otherwise.
- Payment of outstanding dues, levies, taxes or other payables, payable to the Society or to any other authority or body, statutory, governmental S.R.A authority or any other government body or otherwise.
- 59) The Purchaser shall be entitled to have and to hold the possession, occupation and use of the above said premises and the Purchaser shall hold same unto and to the use and benefit of the Purchaser, her heirs, executors, successors and assigns forever without any claims, charges, rights, interest demand of lien of the Vendor or any person/s lawfully claiming through or under her/him/them subject to payment by the Purchaser all the taxes assessment charges, and/or call made by the society or other authority concerned No other person/s except the Vendor have any right in the said premises and the Vendor have any right in the said premises and the Vendor have got full and absolute rights, title, to assign the said premises in favour of the Purchaser.
- 60) The Vendor do hereby covenant with the Purchaser that he had paid and cleared all the dues, taxes, outgoing, electricity charges, etc. up-to date in respect of the said premises and from the date or execution hereof the Purchaser shall be responsible for the payment of taxes, outgoing, transfer charges, and all other amounts of the said premises to the concerned authorities directly for which the Vendor shall not be held responsible.
- 61) This Deed along with Schedules and the Annexure attached shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, memorandum of understanding, correspondences, arrangements whether written or oral, if any Between the Parties This Deed

or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the Parties hereto. The rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the Laws of India. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Deed and this Deed shall be governed with the provisions of the Arbitration and Conciliation Act 1996.

- 62) The Transfer Fees, Donation, if any, livable by the Society at the time of handing over the possession of the said Flat and transferring the said Shares from the name of the Transferors to the name of the Transferees shall be borne and paid by the Transferees and the Transferors in equal proportion and the Stamp Duty and Registration charges and fees to this Agreement shall be borne and paid by the Transferees alone.
- 63) This Agreement has been executed in Mumbai. The Property is situated at Mumbai and the payment is made in Mumbai. Hence it is subject to **The Jurisdiction of Mumbai Courts of Law**.

SCHEDULE OF THE PROPERTY

Above Referred To

All that Flat Premises, being a **Flat No. 603** on 6th **Floor** admeasuring area 225 Sq. Ft. (Carpet) (i.e 270 square feet built up area) Building No. 12/E-1 Wing, Building Known as AMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. bearing Registration No. **M.U.M/S.R.A/H.S.G/(T.C)/12874/2018** lying being situated at Sangharsh Nagar Chandivali Farm Road, Andheri (E), Mumbai–400072 Building with Lift consist of Gr+7th Floors constructed in the year 2007 bearing C.T.S No. 11/A (pt) of village-Chandivali, Taluka-Kurla Registration District and Sub-District Mumbai city and Mumbai Suburban, within the territorial limits of Municipal Corporation of Greater Mumbai.

subscribed their respective hands to this Agreement for Sale on the day, month and year first hereinabove written. SIGNED SEALED AND DELIVERED BY WITH NAMED the Vendor/Transferor РНОТО Mrs. SATYABHAMA BHARAT SHARMA In the presence of SIGNED SEALED AND DELIVERED BY With Named the Purchaser/Transferees **РНОТО** Mr. AMAN RAJESH VISHWAKARMA SIGNED SEALED AND DELIVERED BY With Named the Purchaser/Transferees РНОТО Mrs. SHASHILATA RAJESH VISHWAKARMA In the Presence of..... Named/Signature the Witnesses 1. 2. SIGNED SEALED AND DELIVERED BY **РНОТО** WITH NAMED THE CONFIRMING PARTIES Mrs. MANSI MANOJ SHARMA NEE MANSI BHARAT SHARMA In the presence of SIGNED SEALED AND DELIVERED BY **РНОТО** WITH NAMED THE CONFIRMING PARTIES Mr. SUNIL BHARAT SHARMA In the presence of SIGNED SEALED AND DELIVERED BY РНОТО WITH NAMED THE CONFIRMING PARTIES MISS. KIRAN BHARAT SHARMA In the presence of SIGNED SEALED AND DELIVERED BY **РНОТО** WITH NAMED THE CONFIRMING PARTIES Mr. ALOK BHARAT SHARMA In the presence of

IN WITNESS WHEREOF, the Parties hereto have here on to set and

RECEIPT

RECEIVED of and from the within named Purchaser Mr. AMAN RAJESH VISHWAKARMA and Mrs. SHASHILATA RAJESH VISHWAKARMA the sum of **Rs.** 1,10,000/-(Rupees One Lakhs Ten Thousand Only) being the PART CONSIDERATION amount against the full and final of total consideration amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand Only) against the transferee to me in respect of Sale/Transfer of Flat No. 603 on 6th Floor admeasuring about 225 sq. Feet Carpet Area (i.e 25.09 sq. meter Built up area) Building No. 12/E-1 Wing, Building/Society Knows as AAMRAPALI S.R.A CO-OP. HOUSING SOCIETY LTD. Sangharsh Nagar, Chandivali Farm Road Andheri (E) Mumbai-400072 by Cheque/s' UPI payment in my favour as detailed below:

DETAILS OF PAYMENT

Total Amount Rupees.				1,10,000/-
2.	13/10/2024	Cheques No. 220283 Union Bank of India		1,00,000/-
1.	13/10/2024	NEFT-428712437311		10,000/-
SRN	Date	UPI/IMPS/TRANSFER	Name of the Bank	Amount

I SAY RECEIVED RUPEES: -1,10,000/-

Mrs. SATYABHAMA BHARAT SHARMA "Vendors/Seller Parties"

Named/Signature the Witnesses

1.

2.