

## AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made and entered into at Thane on the \_\_\_\_\_ Day of November, 2024

### BETWEEN

**MRS. MAHEK DEEPAK KHATRI (PAN NO. ANMPK5969R) & MR. DEEPAK NARAIN KHATRI (PAN NO. ACDPK5660M)** having their residence at C-404, Silver Birch CHSL, Vasant Garden, Swapna Nagari, Mulund W, Mumbai – 400 080, hereinafter for brevity's sake called and referred to as "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) THE PARTY OF THE FIRST PART;

### AND

**MR. HITESH RUPANI (PAN NO. AHSPR7838L) & MR. PARMANAND RUPANI (PAN NO. ACBPR8265K)** residing at 422, Next to Dream India School, Bharhut Nagar, Raghuraj Nagar, Satna, Madhya Pradesh – 485001, Indian Inhabitants hereinafter for brevity's sake called and referred to as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators & assigns) THE PARTY OF THE SECOND PART;

**WHEREAS** the Vendors have represented to the Purchasers as under

- (i) That the said Vendors are the lawful and exclusive owners and well and sufficient entitled to all that Residential Apartment/ Flat bearing **Flat No. B-308** admeasuring **79.43 sq. mtrs. carpet area** on the **3<sup>rd</sup> Floor** of **Wing "B"** of the building known as **"Dosti Gracia" in Dosti Gracia (Dosti Imperia) Co-operative Housing Society Limited** along with **one car parking**, situated at Village Chitalsar-Manpada, Ghodbunder Road, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and the Jurisdiction of the Sub-Registrar of Assurances, Thane bearing Survey No. Gut No. 52/1 (Part), 52/2 and 52/3 and more particularly described in the Schedule here underwritten (The right, title & interest of the Vendors into and upon the said flat, said parking spaces and all rights and entitlements, benefit incidental and appurtenant thereto shall hereinafter collectively referred to as the said **"THE SAID FLAT"**) and that the said Flat was purchased by Mrs. Nalini Upasani & Mr. Pankaj Upasani from Friends Development Corporation (Imperia) Pvt Ltd, "The Promoters" vide Agreement for Sale Dt. 25<sup>th</sup> March, 2015 duly registered in the office of the Joint Sub Registrar, Thane 5 under Document No. TNN5/3628/2015 on the terms, conditions and price and/ or consideration mentioned therein. Subsequently, Mrs. Nalini Upasani & Mr. Pankaj Upasani, "The First Owners" sold the flat to Mrs. Mahek Deepak Khatri & Mr. Deepak Narain Khatri, "The Vendors", vide Agreement for Sale Dt. 17<sup>th</sup> November, 2016 duly registered in the office of the Joint Sub Registrar, Thane 5 under Document No. TNN5/12782/2016 AND WHEREAS the said building has been constructed as per approved plan and specification and the competent authority has issued the occupation certificate to the said building vide: Certificate no. 927, V.P. No. 2007/32/TMC/TDD/230 dated 21/01/2016

- (ii) The said Vendors have not availed any other Loan from any Bank or financial institution nor any charge, lien, encumbrances, whatsoever is created upon the said Flat nor the said Flat is subject matter of any litigation, attachment and that no notice or proceedings of requisition or acquisition, execution or attachment or lis pendens has been issued, received or pending and that the right, title and interest of the Vendors in respect of the said Flat is clear, legal, marketable and free from all encumbrances and that the said Vendors being absolute owner of the said Flat and have full right, power and absolute authority to sell and transfer the said Flat on ownership basis together all the right, title, interest, benefits, privileges, advantages and entitlements in favour of the Purchasers herein along with all the benefits and entitlements in respect of the said **one car parking space**.
- (iii) That the said Vendors have paid the full consideration amount to the said Promotors and Vendors along with all the cess, taxes, GST, TDS and other charges as agreed between them and have obtained the lawful and valid possession of the said Flat and they are in continuous use, occupation and possession of the said Flat along with said one car parking space as its absolute owners thereof.

**AND WHEREAS** in pursuance of the above representations from the Vendors and pursuant to the negotiations between the parties herein the said Purchasers have agreed to Purchase and the said Vendors have agreed to sell, transfer and assign the said Flat to the Purchasers for total lumpsum consideration of **Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakhs Only)** (which includes TDS @ 1% i.e. Rs. 1,75,000/- required to be deducted under Income Tax Act) along with one car parking space and all the rights, title, interest, benefits and entitlements appurtenant thereto.

**AND WHEREAS** both the parties are desirous of reducing into writing the various terms and conditions mutually agreed by and between themselves in the matter of the transaction afore said.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO:**

1. The recital part hereinabove shall form integral part of this Agreement.
2. In pursuance of the representations and agreement made by and between the parties hereto, the Purchasers hereby agree to purchase and the said Vendors agree to sell and transfer, convey, and assign all THEIR rights, title, interest, benefits and entitlement in the Said Flat to the Purchasers at and for the lumpsum price of **Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakhs Only)** (which includes TDS @ 1% i.e. Rs.1,75,000/- required to be deducted under Income Tax Act) out of which the Purchasers has to pay to the Vendors the part consideration amount in the manner stated hereunder;

(a) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ Only) by cheque dated \_\_\_\_\_, 2024 vide Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank.

(b) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ Only) by cheque dated \_\_\_\_\_

\_\_\_\_\_, 2024 vide Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank.

- (c) The Purchasers shall issue Form 16B to the Vendors with regards to the 1% i.e. **Rs. 1,75,000/-** (Rupees One Lakh Seventy Five Thousand Only) (to be deducted under Income Tax Act) TDS deducted immediately after the execution of these presents.
- (The Vendors acknowledged the receipt of having received the amount as stated in Clause 2 (a) & (b), hereinabove and discharge the Purchasers from payment thereof).
- (d) The Purchasers have informed the Vendors that the Balance consideration amount of **Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only)** shall be paid by the Purchasers to the Vendors by availing loan from \_\_\_\_\_ Bank Ltd as per the sanction letter dated \_\_\_\_\_, 2024 issued by \_\_\_\_\_ Ltd., Thane vide File No. \_\_\_\_\_ in the name of the Purchasers, provided that the Vendors shall arrange to submit/ produce all the required documents along with the NOC of the Society for sale and transfer of flat or NOC for mortgage in format required by Banker/ Financial institution of Purchasers. The Purchasers shall pay the entire balance consideration amount on or before 15<sup>th</sup> January, 2025.
- (e) In case of delay in the balance payment by the Purchasers as mentioned in Clause 2(d) above, the Vendors will be entitled to issue 3 reminders through email/ registered post to the Purchasers, each reminder after a gap of 7 days. Even after 3 reminders, if the Purchasers fail to make the entire balance payment towards the consideration amount or interest, then, the Vendors are well entitled to proceed with the termination/ cancellation of this Agreement.
- (f) In the event of termination/ cancellation, the Purchasers bind themselves to sign and execute the deed of cancellation within 15 days of written notice of cancellation sent by the Vendors to the Purchasers and handover all the original documents with regards to the said Flat to the Vendors simultaneously with the execution of the deed of cancellation. The Vendors shall refund to the Purchasers within a period of 30 (thirty) days of the execution of the deed of cancellation, the installments of sale consideration of the flat which may till then have been paid by the Purchasers to the Vendors. The Vendors shall be entitled to deduct the earnest money that is amount equal to 20% of the consideration value of the said Flat and refund the balance installment amounts. The amounts paid by the Purchasers to the Vendors till then towards VAT, Service Tax, GST/ SGST and other like taxes shall be non-refundable.
3. The Vendors both here by covenant with the Purchasers that the Vendors have paid the entire price and/ or consideration as well as other charges including VAT, GST, Service Tax, Society Charges, Development Charges as well as any other charges mentioned in the aforesaid Agreement for Sale Dt. 17<sup>th</sup> November, 2016 duly registered in the office of the Joint Sub Registrar, Thane 5 under Document No. TNN5/12782/2016 and nothing is due outstanding and payable in that behalf and the Vendors have obtained lawful and valid possession of the said Flat and they are in continuous use, occupation and possession of the said Flat along with said one car parking space as its absolute owner.
4. The Vendors hereby confirm to handover the following original documents to the

Purchasers simultaneously on complete payment of the consideration value:-

- i. Original Agreement for Sale Dt. 25<sup>th</sup> March, 2015 duly registered in the office of the Joint Sub Registrar, Thane 5 under Document No. TNN5/3628/2015.
  - ii. Original Agreement for Sale Dt. 17<sup>th</sup> November, 2016 duly registered in the office of the Joint Sub Registrar, Thane 5 under Document No. TNN5/12782/2016.
  - iii. Original Index II dated 30<sup>th</sup> March, 2015 & **November, 2016**
  - iv. Original Payment Receipts.
  - v. Original Possession Letter in respect of the Said Flat dated **11<sup>th</sup> February, 2020**
  - vi. Original Car Parking Allotment Letter dated **11<sup>th</sup> July, 2020**
  - vii. Original Share Certificate No. 119 having TEN fully paid up shares of Rs. 10 each numbered between 1181 to 1190, both inclusive
5. Both the Vendors, **MRS. MAHEK DEEPAK KHATRI & MR. DEEPAK N. KHATRI** have confirmed that out of the total sales proceeds (including TDS) of said Flat, Mrs. Mahek Deepak Khatri shall receive Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only), including TDS and Mr. Deepak N, Khatri shall receive Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only), including TDS.
6. The Vendors hereby assure, ensure and undertake that they have not encumbered, alienated or created charged or third-party interest and shall not do the same in respect of the said Flat or any part thereof other than the Purchasers herein.
- 7.** The Vendors undertake that simultaneously on receipt of the entire balance consideration amount as stated above the Vendors shall forthwith hand over the quiet, peaceful and **vacant possession of the said Flat to the Purchasers along with all original title Deeds, and other Documents of the said Flat in their custody in respect of the said Flat along with one parking space as mentioned in the allotment letter issued by the Builder in the name of the Vendors to the Purchasers.**
8. The Vendors declare that the said Flat is their self-owned property and they are the lawful owners of the said Flat and that except the Vendors, no other person or persons has or have any right, title, interest, claim, or demand of any nature whatsoever and that there is no family dispute or court matters and the Vendors need not obtain permission from family members or any other person/s nor the Vendors are abstain from selling or transferring the said Flat to the Purchasers.
9. The Vendors hereby declare that they have not created and hereby undertake not to create any encumbrances over, upon or in respect of the said Flat or any part thereof either in the nature of gift, lease, mortgage, sale, trust, inheritance, leave and license, easement and or any other alienation whatsoever and that the said Flat is free from any encumbrances, claims, demand, liens, attachment either/ or before or after judgement and that there is no any adverse claim from any person or any authorities and there is no defect whatsoever in the title of the Vendors and that Vendors are entitled and/ or

have absolute right and authority to sell, transfer and assign the said Flat to the Purchasers herein and to receive consideration amount from them against the said Flat. The Vendors hereby further confirm that they have not taken any loan against the said Flat nor the said Flat kept as security against any loan and they have not stood as guarantor/ Surety against security of the said Flat nor the said Flat is secured against any previous or existing debt or loan whatsoever nor any execution proceedings are initiated and/ or pending in any court of laws nor said Flat is attached in any manner whatsoever.

10. The Vendors have further represented that no demand, notice or acquisition or requisition or execution or attachment notice has been issued or received by the said Vendors or the builder in respect of the said Flat or building or any part of land and that there is no attachment or prohibitory order issued by any Court or Tax Authorities or by any other authority and that the said Flat and any part thereof is not subject to any lis-pendens and that the said Flat, buildings and land is free from all encumbrances and Vendors have clear, legal and marketable title to the said Flat.
11. The Vendors besides the execution of these presents shall sign and execute such other documents as may be required to transfer the said Flat in the name of Purchasers in the records of the concerned authorities and shall sign and execute all the necessary documents to transfer the said Flat along with **one car parking slot** together with all right, interest benefits and entitlements thereto in the name of Purchasers and that Vendors shall do all acts, deeds, things and matters to admit the Purchasers to the membership of the society or association of persons to be formed if required in future to do so on receipt of full and final consideration amount from Vendors. The Purchasers hereby declare that they shall become members of the occupiers of Dosti Gracia (Dosti Imperia) Co-operative Housing Society Limited.
12. On Purchasers being admitted as members of the said Society, the Purchasers shall abide by rules and regulations and bye-laws of the said society. The Vendors declare that they have paid and/ or cleared and/ or shall pay and clear all the outstanding loan or dues with arrears whatsoever in respect of the said Flat including all taxes, levies, assessment, maintenance, water, electricity, Property Tax, LPG gas charges, Telephone charges, building repair fund or any other funds, levies or utility charges, etc. to the society or concerned authorities/ operators upto 15<sup>th</sup> January, 2025 or till the date of handover of the said unit. The Purchasers shall bear charges, cost and expenses from 16<sup>th</sup> January, 2025 or from the date of handover of the said premises, whichever is earlier.
13. The Vendors agree to indemnify and keep indemnified the Purchasers against any actions, costs, charges, claim, demand, damages and expenses that may be made, suffered, incurred or instituted against the Purchasers and/ or any one claiming through them on account of any defect in Vendors' title to the said Flat and/ or non-payment of any arrears under whatsoever head or in the event of any of the statements made herein by the Vendors are false or incorrect and/ or prima facie found or proved to be false or

incorrect.

14. On receipt of the balance consideration amount as agreed herein, the Vendors shall and will handover vacant and peaceful possession of the said Flat to the Purchasers and/ or their heirs, executors and administrators and/ or assigns as its absolute owners thereof without any interruption, claim, demand hindrance, denial, charge, right, whatsoever from the Vendors or from or by any person or persons lawfully or equitably claiming from, under or in trust for the Vendors.
15. The Vendors further declare that on execution of these presents and payment of full consideration amount as agreed hereunder the Vendors and their legal heirs, executors, administrators shall not have or claim any right, title or interest of any part or portion thereof and Purchasers shall be exclusively entitled to the said Flat along with **one car parking space** and that the Vendors shall do and execute all such deeds, writings or other assurances as may be necessary for the effectual transferring and assigning the said Flat in favour of the Purchasers and they are entitled to enjoy the benefits attached to the said Flat provided that the Purchasers shall pay the balance consideration amount as agreed under this present.
16. It is hereby agreed that the electricity meter, telephone connection, ration card, LPG Gas, cable connection and/ or any other facilities/ utilities shall be transferred in the name of Purchasers and in the said connection the Vendors shall sign the necessary forms, applications, declarations, affidavits, undertakings, No objection, Indemnities, deeds and any other documents, etc., as required for such transfer without any further consideration.
17. The Vendors and the Purchasers shall equally share the transfer charges levied by Dosti Gracia (Dosti Imperia) Co-operative Housing Society Limited for the transfer of ownership of the said Flat and share certificate in favour of the Purchasers.
18. It is agreed by and between the parties that the stamp duty and registration charges for this agreement for sale and all other incidental expenses concerning the transaction here in will be solely borne and paid by the Purchasers provided that the deficit stamp duty or penalty levied on previous transaction or any arrears whatsoever payable against said flat it would be sole responsibility of the Vendor to pay the same.
19. Both the parties in this agreement shall comply with their part of obligation mentioned herein duly and punctually with in above period failing which the other party shall be entitled to seek the specific performance of this agreement.

**THE SCHEDULE ABOVE REFERRED TO**

**Flat No. B-308** admeasuring **79.43 sq. mtrs. carpet area** on the **3<sup>rd</sup> Floor** of **Wing “B”** of the building known as **“Dosti Gracia”** in **Dosti Gracia (Dosti Imperia) Co-operative Housing Society Limited** along with **one car parking, in the “Dosti Imperia”**, situated at Village Chitalsar-Manpada, Ghodbunder Road, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and the Jurisdiction of the Sub-Registrar of Assurances, Thane bearing Survey No. Gut No. 52/1 (Part), 52/2 and 52/3.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the day and the year mentioned hereinabove.

SIGNED AND DELIVERED )

by the withinnamed **“VENDORS”** )

**MRS. MAHEK DEEPAK KHATRI** )

**MR. DEEPAK NARAIN KHATRI** )

in the presence of..... )

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

SIGNED, SEALED AND DELIVERED )

by the within named **“PURCHASERS”** )

**MR. HITESH RUPANI** )

**MR. PARMANAND RUPANI** )

In the presence of..... )

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

## MEMO OF RECEIPT

Received of and from the withinnamed Purchasers **MR. HITESH RUPANI & MR. PARMANAND RUPANI** the amounts towards consideration money in respect of **Flat No. B-308** admeasuring **79.43 sq. mtrs. carpet area** on the **3<sup>rd</sup> Floor** of **Wing "B"** of the building known as "**Dosti Gracia**" in **Dosti Gracia (Dosti Imperia) Co-operative Housing Society Limited** along with **one car parking**, in the "**Dosti Imperia**", situated at Village Chitalsar-Manpada, Ghodbunder Road, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and the Jurisdiction of the Sub-Registrar of Assurances, Thane bearing Survey No. Gut No. 52/1 (Part), 52/2 and 52/3 as under:

Sr. No.	Cheque No.	Cheque Date	Purchasers' Bank	Amount (In Rs.)
1				
2				
		<b>TOTAL</b>		<b>/-</b>

**Rs. /-**

WITNESS:

WE SAY RECEIVED

\_\_\_\_\_  
**MRS. MAHEK DEEPAK KHATRI**

\_\_\_\_\_  
**MR. DEEPAK NARAIN KHATRI**