

DRAFT

AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Mumbai, this _____ day of January, Two Thousand Twenty-five, between **Mr. Raj H. Thakkar** (Age : 42 years, holding Income Tax PAN : ADEPT1952B, Aadhaar No. _____), **Mr. Dhaval H. Thakkar** (Age : 38 years, holding Income Tax PAN : AFEPT1678Q, Aadhaar No. _____), **Mrs. Prabhaben H. Thakkar** (Age : 56 years, holding Income Tax PAN : AIXPT5341E, Aadhaar No. _____) & **Mr. Hasmukhbhai D. Thakkar** (Age : 63 years, holding Income Tax PAN : AENPT6413K, Aadhaar No. _____), all Adults, Indians, Inhabitants of Mumbai, presently addressed at : Flat No.B-303, "La Bellezza", Rushivan, Kajupada Road, Near Siddharaj Colony, Abhinav Nagar, Borivali (East), Mumbai-400066 and also the joint owners of residential premises addressed at : Flat No.3313, Wing 'B', Phase II, 'White City', Near Lokhandwala Township, Akurli Road, Kandivali (East), Mumbai-400101, hereinafter jointly referred to as '**the Transferors**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and permitted assignees) of the One Part; And **Mr. Yogendra Kishanchand Agrawal** (Age : 53 years, holding Income Tax PAN : AABPA2237Q, Aadhaar No.9156 3267 8769), **Mr. Romesh Yogendra Agrawal** (Age : 26 years, holding Income Tax PAN : CACPA6414Q, Aadhaar No.9793 2905 8612) & **Mrs. Neetu Yogendra Agrawal** (Age : 50 years, holding Income Tax PAN : ADHPA9382P, Aadhaar No.9875 4980 3182)), all Adults, Indians, Inhabitants of Mumbai, addressed at : B-5, Ganna Bhawan, Akurli Cross Road No.1, Near Prem

Ashram, Kandivali (East), Mumbai-400101, hereinafter jointly referred to as **'the Transferees'** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and permitted assignees) of the Other Part.

WHEREAS

- (i) **Rajesh Real Estate Developers Private Limited**, a Company registered under the provisions of the Companies Act, 1956 and having its Registered Office at : 139, Seksaria Chambers, 2nd Floor, Nagindas Master Road, Fort, Mumbai-400023, developed the land more particularly described in the Schedule hereunder and constructed residential flats therein in **Phase I and Phase II** in a building named as **'White City'** situated at : **Near Lokhandwala Township, Akurli Road, Kandivali (East), Mumbai-400101.**
- (ii) Pursuant to **Agreement for Sale dated 2nd August, 2019** (hereinafter called and referred as **'THE PRINCIPAL AGREEMENT'**) made and entered into between the said Rajesh Real Estate Developers Private Limited, therein referred to as 'the Promoters/Developers' of the One Part, and **Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar** [the Transferors herein], therein referred to as 'the Allottee/s' of the Other Part [Registered at the office of the Joint Sub Registrar, Borivali-2, Mumbai, under **Registration No.BRL-2/8413/2019 dated 02.08.2019 – Receipt No.9165 dated 02.08.2019**], the said Rajesh Real Estate Developers Private Limited agreed to sell and the said Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar [the Transferors herein] jointly agreed to purchase and accordingly purchased a residential premises bearing **Flat No.3313** [admeasuring **163.78 Sq. Mtrs. – Carpet Area**, equivalent to 1763 Sq. Ft.] as defined under Real

Estate (Regulation & Development) Act, 2016] on the **33rd Floor** in **Phase II - Wing 'B'** of the said building known as **'White City'** situated at : **Near Lokhandwala Township, Akurli Road, Kandivali (East), Mumbai-400101**, more particularly described in the Schedule hereunder, together with all rights, title, interest and benefits thereof, along with a provisional right to park 2 (Two) Single & 1 (One) Small Car Parking Space beneath 'B' Wing, on the terms and conditions and at the consideration mentioned therein. Subsequently, pursuant to **"Handover of Possession" Letter dated 22nd December, 2022**, the said Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar [the Transferors herein] have been allotted **Car Parking Space No.G-0133A, G-0133B & G-0134** on the **Ground Level of the said building "White City"**. The said **Flat No.3313, Wing 'B', along with the said Car Parking Space No.G-0133A, G-0133B & G-0134** in the said building **"White City"** are hereinafter, for the sake of brevity, jointly and collectively referred to as **"the said premises"**. The said building 'White City' was constructed in the year _____, comprising of Two Basements, Stilt, 1st & 2nd Podium Level plus Forty Upper Floors (with 'Lift' facility).

- (iii) The said Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar [the Transferors herein], in terms of the said Agreement for Sale dated 2nd August, 2019, having paid to the said Rajesh Real Estate Developers Private Limited the entire agreed consideration amount for "the said premises", were put in vacant possession of "the said premises". The Agreement executed therein and its recitals shall form the integral part and portion of this Agreement for Sale as if the same are set out herein verbatim. Accordingly, the said Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar (the

Transferors herein) have ever since been holding "the said premises" as its absolute and joint owners thereof.

(iv) A Co-operative Housing Society of the Flat owners of the said building 'WHITE CITY' is yet to be formed and registered by the said Promoters/Developers.

(v) The Transferors herein have availed Home Loan against the security of "the said premises" from AXIS BANK , details of which are given hereunder.

(vi) The Transferors further covenant with the Transferees as under:

(a) THAT in "the said premises" aforesaid, after take-over of the Home Loan availed by the Transferors against the security of "the said premises" from AXIS BANK by the Lending Bank of the Transferees herein, the Transferees would become legally entitled to "the said premises" together with benefits attached to it, and that neither the Transferors herein directly or through any of their agent/s or Constituted Attorney have or had at any time heretofore either created or agreed to create any other third party rights or right, title, interests, benefits or claim whatsoever in respect of "the said premises".

(b) THAT the Transferors are in the exclusive and absolute possession of "the said premises" with full lock and key control with actual custody and dominion over the possession of "the said premises" and benefits and that neither the Transferors had till date hereof at any time either agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of "the said

premises" or any part or portion whereof in any way or any manner whatsoever.

- (c) THAT title of the Transferors in respect of "the said premises" with benefits, **after take-over of the Home Loan availed by the Transferors against the security of "the said premises" from AXIS BANK by the Lending Bank of the Transferees herein, would become** clear and marketable, free from all encumbrance and reasonable doubts including free from any third party adverse Deal, Arrangements, Understanding, Agreement, Agreement for Sale, Transfer or Assignment, Conveyance, Release, Relinquishment, Surrender, Gift, Exchange, Mortgage or any other encumbrances of any nature whatsoever.
- (d) THAT the Transferors herein have not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off in respect of "the said premises" or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the Transferors.
- (e) The Transferors hereby represent, declare, covenant with the Transferees that notwithstanding any act, deed or thing whatsoever done by the Transferors or by any person or persons lawfully or equitably claiming from, under, or in trust for them made, done, omitted, committed, or knowingly or willingly suffered to the contrary, the Transferors, **after take-over of the Home Loan availed by**

the Transferors against the security of "the said premises" from AXIS BANK by the Lending Bank of the Transferees herein, would have the good right, and absolute power to sell, transfer, release and assure "the said premises" unto and to the use of the Transferees in the manner mentioned below.

- (f) AND that it shall be lawful for the Transferees, from time to time and at all times, after payment of full and final consideration amount as mentioned and agreed upon herein, to peacefully and quietly hold, possess and enjoy "the said premises" sold, transferred, released and assured with its appurtenances, and receive the rents and profits thereof for their use and benefit, without any eviction, interruption, claim or demand of whatsoever nature from or by the Transferors or by any other person or persons, entity or entities lawfully or equitably claiming by, from, under, or in trust for the Transferors.

- (g) AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged by the Transferors, sufficiently saved, defended, kept harmless and indemnified of, from, and against all estates, charges and encumbrances whatever either already or to be hereafter had made, executed, occasioned, and suffered by the Transferors or by any other person or persons lawfully or equitable claiming any estate, right, title or interest at law or in equity in "the said premises" which is hereby released, transferred and assured by, from, under, or in trust for them. The Transferors, from time to time and at all times hereafter, at the request and cost of the Transferees, undertake and agree to do and execute or cause to be done and executed

all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely releasing, transferring, securing and assuring "the said premises" transferred unto and to the use of the Transferees in the manner aforesaid as shall or may be reasonably required by the Transferees, their heirs or assigns for assuring "the said premises" and every part thereof sold, transferred, released, secured, assured and assigned unto and to the use of the Transferees.

- (h) THAT the Transferors permitted inspection of "the said premises" by the Transferees, and also have provided to the Transferees copies of all the documents of title of the Transferors relating to "the said premises" and the Transferees confirm that they have duly inspected "the said premises" to their satisfaction and verified the same and satisfied themselves about the title of the Transferors with regard to "the said premises".

- (i) That in the manner aforesaid, the Transferors have truly, honestly, bonafidely and in good faith disclosed to the Transferees all the material facts and circumstances in respect of "the said premises" and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Transferees in bad faith) of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the aforesaid representations made by the Transferors, the Transferees have approached the Transferors and have entered into oral

negotiations with the Transferors, and pursuant to the said negotiations, requested the Transferors to sell "the said premises" to the Transferees for the total consideration of **Rs.4,81,00,000/- (Rupees Four Crores, Eighty-one Lakhs only)** and on the terms and conditions hereinafter appearing; And the Transferors have agreed to sell, transfer and assign and the Transferees have agreed to purchase and acquire all the rights, title, interest and benefits of the Transferors in "the said premises" with absolute right of use and occupation of "the said premises".

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Transferors herein **Mr. Raj H. Thakkar, Mr. Dhaval H. Thakkar, Mrs. Prabhaven H. Thakkar & Mr. Hasmukhbhai D. Thakkar** hereby jointly agree to sell and the Transferees herein **Mr. Yogendra Kishanchand Agrawal Mr. Romesh Yogendra Agrawal & Mrs. Neetu Yogendra Agrawal** hereby jointly agree to purchase "the said premises" on what is commonly known as "ON OWNERSHIP BASIS", along with all the right, title, claim, interest and benefits of the Transferors in "the said premises" viz., **Flat No.3313, Wing 'B', Phase II** in the said building named as 'WHITE CITY', along with **Car Parking Space No.G-0133A, G-0133B & G-0134** in the said building 'White City' situated at : **Near Lokhandwala Township, Akurli Road, Kandivali (East), Mumbai-400101**, for the total consideration of **Rs.4,81,00,000/- (Rupees Four Crores, Eighty-one Lakhs only)** which is payable by the Transferees to the Transferors in the following manner :
 - (a) An amount of **Rs.11,00,000/- (Rupees Eleven Lakhs only)** has been paid by the Transferees to the Transferors, vide Cheque No.006032 dated 20.12.2024 drawn on Union Bank of India towards token money/part of consideration

amount for “the said premises”, receipt whereof the Transferors hereby admit and acknowledge, subject to realization of the said cheque;

- (b) An amount of **Rs.70,00,000/- (Rupees Seventy Lakhs only)** has been paid by the Transferees to the Transferors, as per details given below, towards part of consideration amount for “the said premises”, receipt whereof the Transferors hereby admit and acknowledge :

UTR No.	Date	Amount (Rs.)	Bank
UBINH 24362095007	27.12.2024	50,00,000/-	Union Bank of India
HDFCR5 2024122774931452	27.12.2024	20,00,000/-	HDFC Bank Ltd.,
Total		70,00,000/-	

- (c) An amount of **Rs.4,81,000/- (Rupees Four Lakhs, Eighty-one Thousand only)** will be deducted by the Transferees as Tax Deducted at Source under the provisions of Section 194-I-A of the Income Tax Act, 1961. The Transferees will deposit this amount with Government of India and provide to the Transferors the relevant Tax Deduction Certificates (with the Transferors' PAN mentioned), in accordance with Section 194-I-A of the Income Tax Act, 1961 and rules thereunder. The Transferors admit that such a payment of **Rs.4,81,000/- (Rupees Four Lakhs, Eighty-one Thousand only)** to Government of India under the Income Tax Act, 1961 will be considered as payment of a part of consideration amount for “the said premises”; and
- (d) The balance amount of -----/- (**Rupees ----- only**) is payable by the Transferees to the

Transferors (by availing Loan from any Financial Institution/Bank) within _____ days from the date of getting "Mortgage NOC" from the said Promoters/Developers in the format prescribed by the said Financial Institution/Bank from where the Transferees propose to avail Loan, towards balance and final part of consideration amount for "the said premises" against vacant and peaceful possession of "the said premises" along with all the original documents of title pertaining to "the said premises". The said sum of Rs.-----/- (Rupees ----- only) shall be disbursed by the Lending Bank of the Transferees herein in the following manner :

- (1) A sum of Rs. _____ (Rupees _____ only) shall be credited to Home Loan A/c No. _____ with _____ (from where the Transferors have availed Home Loan against the security of "the said premises" and being the total amount outstanding in the said Home Loan Account) which will enable liquidation of the Transferors' said Home Loan and take-over of the same by the Lending Bank of the Transferees herein. The Transferors admit and undertake that the credit of this sum to their Home Loan A/c No. _____ with _____ will be treated as payment of part of consideration amount for "the said premises" by the Transferees to the Transferors herein, which will be duly acknowledged by them; and
- (2) The balance amount of Rs. _____ (Rupees _____ only) shall be paid by the Lending Bank of the Transferees directly to the Transferors herein towards payment of balance and final

part of consideration amount, against vacant and peaceful possession of “the said premises” along with all the original documents of title pertaining to “the said premises” and ‘No Dues Certificate’/‘No Lien Certificate’ from the said _____ from where the Transferors had availed Home Loan against the security of “the said premises”.

(Note : The Transferors herein have availed Home Loan against the security of “the said premises” from _____ under Loan A/c No. _____ in which an amount of Rs. _____ (Rupees _____ only) is outstanding as on date. On credit of the sum mentioned in Clause 1(d)(1) above, the Transferors undertake to get the said Home Loan fully repaid/liquidated, obtain ‘No Lien Certificate’/‘No Dues Certificate’ from the said _____, along with all the original documents of title relating to “the said premises” deposited with them as security for due repayment of the said loan and undertake to hand them over to the Transferees herein or cause them to be forwarded to the Financial Institution/Bank from where the Transferees propose to avail loan, as required).

2. The Transferors undertake that they will obtain the required ‘No Objection Certificate’ from the said Promoters/Developers for the sale of ‘the said premises’ to the Transferees, and furnish the same to the Transferees before execution of this Agreement for Sale. The Transferors shall also extend their co-operation to the Transferees herein to obtain the required ‘No Objection Certificate’ in the format stipulated by the Financial Institution/Bank from where the Transferees may propose to avail loan. On receipt of the full and final consideration, the Transferors shall apply to the said Promoters/Developers to obtain their written permission for transferring ‘the said premises’ in the name of the Transferees herein.

3. The Transfer Charges in respect of this Sale, payable to the Promoters/Developers, shall be borne and paid by the Transferors and Transferees in equal share. 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.
4. The Transferors declare that they have made all the payment of the amounts due and payable in respect of "the said premises" to the Promoters/Developers till date and confirm that there is no amount left unpaid by them.
5. The Transferors hereby declare that, **after take-over of the Home Loan availed by the Transferors against the security of "the said premises" from _____ by the Lending Bank of the Transferees herein**, they would have good right, clear and marketable title and absolute authority to enter into this Agreement for Sale and transfer "the said premises" and that the Transferors have not done any other act, matter or thing whatsoever whereby the Transferors are prevented from agreeing to transfer or assign "the said premises" in favour of the Transferees.
6. The Transferors hereby covenant with the Transferees as follows:-
 - i) That the Transferees, **after take-over of the Home Loan availed by the Transferors against the security of "the said premises" from _____ by the Lending Bank of the Transferees herein**, would become the absolute owners of "the said premises" and no other person or persons has or have any right, title, interest, property claim or demand of any nature whatsoever unto or

upon "the said premises" either by way of Sale, Charge, Mortgage, Lien, Gift, Trust, Lease, Will, Inheritance, Assignment or otherwise howsoever and would have good right, full power and absolute authority to sell and transfer the same to the Transferees.

- ii) That the Transferors have/had, **save and except to the extent of Home Loan as mentioned in the "Note" below Clause 1(d)(2) above**, not created any other charge or encumbrances of whatsoever nature in respect of "the said premises" nor "the said premises" is subject matter of any litigation nor is the same or any of it attached in execution of any decree nor have the Transferors created any tenancy or Leave and License or any right in favour of any one in respect of "the said premises".
- iii) That the Transferors have not received any notice of any nature whatsoever whereby the Transferors are prohibited or prevented from selling and transferring "the said premises" in favour of the Transferees.
- iv) That the Transferors have duly observed and performed all the rules and regulations as demanded/stipulated by the said Promoters/Developers and paid up to date their contribution in the nature of Outgoings, Dues, Taxes, etc., to the said Promoter/Developers/ concerned authority.
- v) That the membership of the Transferors in the said building has not been in any way jeopardized either by Notice of any nature whatsoever from the said Promoters/Developers or otherwise or from any other authority in any manner whatsoever.

- vi) That there are no pending litigations in any Court or Tribunal or attachment issued by any Court or tribunal or any legal proceedings initiated in respect of “the said premises” or any part thereof by any person or persons, the Government or anybody or authority or the said Society or any account whatsoever.

- (vii) That there is no prohibitory order issued by any Taxing and/or Revenue authority prohibiting the Transferors from selling and/or transferring “the said premises”.

- (viii) That the Transferors shall indemnify and keep indemnified the Transferees from and against all actions, claims, demands, costs, charges and expenses etc., claimed as falling due prior to the execution of these presents and until the date of handing over vacant possession of “the said premises”, whichever is later. It is hereby agreed and undertaken by the Transferors that, in case any amount payable to the said Promoters/Developers or any other authority / Bank / Institution / Sales Tax / Income Tax / Agency, etc., by the Transferors in respect of “the said premises” prior to the date of giving vacant possession thereof to the Transferees herein due to the act(s)/deed(s) performed by or pertaining to the Transferors during the period of ownership of “the said premises” by the Transferors herein is brought to the notice of or demanded from the Transferees herein at any time in future, the same shall be borne and paid by the Transferors only without any delay, from their own resources, without making any demand of funds therefor from the Transferees herein. In other words, it is explicitly understood, agreed upon and confirmed by the Transferors that there shall be no encumbrance or liability of whatsoever nature on “the said

premises" or in the title of "the said premises" at the time of giving vacant and peaceful possession of "the said premises" (immediately on receipt of full and final consideration amount for "the said premises" as mentioned in these presents) to the Transferees herein.

- ix) Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Transferors or any person, person/s or bodies lawfully or equitably claiming by, from them, or in trust for them, the Transferors, **after take-over of the Home Loan availed by the Transferors against the security of "the said premises" from _____ by the Lending Bank of the Transferees herein, would** have themselves full and absolute right, title, claim, interest, power and absolute and complete authority to sell, assign and transfer to the Transferees "the said premises" AND THAT the Transferors have, **save and except to the extent of Home Loan as mentioned in the "Note" below Clause 1(d)(2) above,** not done or committed or omitted to do any other act, deed, matter or thing whereby the ownership, possession and/or occupation of "the said premises" by the Transferors may be rendered illegal and/or unauthorized for any reason or on any account.
- x) That no proceeding or notice intimating intention of proceeding for acquisition or requisition by any Governmental or Semi Governmental or local bodies or authorities or Banks/ Financial Institutions or by any other authorities have been served upon or issued against "the said premises" or any part thereof.

- xi) That no notice or intimation of attachment has been issued attaching or causing to be attached "the said premises" or any part thereof by Income Tax, Sales Tax or any other Department or any Governmental or Semi Governmental or local bodies or authorities for arrears of taxes, cesses, levies or duty payable by the Transferors and/or any of the predecessors in title of the Transferors.

- xii) That "the said premises" is not affected by any Lis pendens or insolvency proceedings or any prohibitory orders from any Authority restraining the Transferors from dealing with or disposing of or parting with possession of "the said premises" or any part thereof, neither the Government nor any Public Authority has issued any order under the Income Tax Act, Wealth Tax Act, and/or the Maharashtra Land Revenue Code or under any statute, Claims, Charges, Hindrances, Acquisitions, Assignment or Trust of any nature whatsoever and there are no proceedings or other legal impediments under any statutory law, bye-laws, etc., restraining the Transferors from selling or disposing of "the said premises" or any part thereof in any manner, as represented by Transferors to Transferees.

- xiii) The Transferors covenant with the Transferees that all the amounts standing to the credit of the Transferors herein in the Books of the said Promoters/Developers and/or concerned Authorities towards Deposits, Stocks, Bonds, Sinking Fund, Dividend, Repair Fund, Advance Maintenance, etc., and other amounts to which the said Transferors are legitimately entitled to in respect of their membership in the said building/Society shall be automatically transferred in the name of the Transferees herein, which includes but not limited to transfer of Electric

Meter and Gas Meter, if any, for "the said premises", at no extra cost to be derived from the Transferees herein.

xiv) The Transferors acknowledge that the Transferees have agreed to purchase and acquire ON OWNERSHIP BASIS all the rights, title, claim, benefits and interest in "the said premises" and agreed to pay/paid the moneys under this Agreement for Sale based upon the veracity and correctness of the various representations as stated above and the Transferors hereby agree and undertake to indemnify and keep indemnified the Transferees from all losses and claims which may be occasioned by any inaccuracy or inconsistency or inadequacy in the aforesaid representations or by any person claiming any rights, title or interest in "the said premises" by the Transferors.

7. It is hereby agreed by the Transferors that, on payment of the full and final consideration amount for "the said premises" within the stipulated period as aforesaid by the Transferees to the Transferors, the Transferees shall be entitled get vacant and peaceful possession of "the said premises" from the Transferors herein. The Transferees hereby agree and undertake to become members of the Co-operative Housing Society as and when it is formed for the said building and abide by its rules, regulations and bye-laws.

8. The Transferors, on receipt of the full and final consideration amount for "the said premises" within the stipulated period as aforesaid, shall grant, assign, transfer and assure all the rights, title, interest and benefits in "the said premises", and hand over vacant and peaceful possession of "the said premises" to the Transferees along with all the documents of title (in original) in respect of "the said premises" without any delay.

9. The Transferors further undertake to pay all the Taxes (Central Government, State Government, Municipal Corporation, etc.), Maintenance Charges, Electricity Bills, Utility Bills, Property Tax and other outgoings in respect of "the said premises" as demanded by the Promoters/Developers from time to time and upto the date of handing over vacant and peaceful possession of "the said premises" to the Transferees herein and undertake to submit documentary proofs to that effect. The Transferors further undertake to pay in full Service Tax, Value Added Tax and any other type of tax or levy that may be imposed on "the said premises" or on the Transferors herein by the Promoters/Developers or any other authority in respect of the earlier executed Agreement for Sale or this Agreement for Sale till the date of handing over vacant and peaceful possession of "the said premises" to the Transferees herein. Thereafter, the Transferees shall be liable and responsible to pay the necessary outgoings and bills in respect of "the said premises". The Transferors hereby undertake to indemnify the Transferees against any claim that may be made against them in respect of such dues or payments for any period prior to the date of the transfer.

10. On payment of the full and final consideration for "the said premises" within the stipulated period as aforesaid, the Transferees shall be entitled to get vacant and peaceful possession of "the said premises" from the Transferors herein and have and quietly and peacefully hold, possess, occupy and enjoy "the said premises" for and unto the use and benefit of the Transferees, their heirs, executors, administrators and nominees and without any let, hindrance, denial, eviction claim, charge, interest, demand or lien of the Transferors or any person or persons lawfully or equitably claiming through, under or in trust for the Transferors or the said Promoters/Developers.

11. The Transferors shall give full co-operation to the Transferees to get the approval of the said Promoters/Developers for transfer of "the said premises" in the name of the Transferees and the admission of the Transferees as members of the Co-operative Housing Society, whenever formed.
12. The Transferees shall be entitled to get "the said premises" transferred in their names immediately after paying the agreed full and final consideration amount to the Transferors as mentioned in these presents.
13. The Transferors agree and undertake that they will give full co-operation to the Transferees for and execute such further writings, transfer forms (including but not limited to Gas, Telephone and Electricity), Declarations or Documents as may be necessary for the purposes of effectually transferring their share, right, title, claim and interest in respect of "the said premises" to the Transferees forever.
14. This Agreement for Sale shall be subject to the provisions of all the Rules and Regulations, as applicable, governing this Agreement for Sale and amended upto date. The Stamp Duty and Registration Charges in respect of this Agreement for Sale shall be borne and paid by the Transferees.
15. The Transferors further undertake and declare that any "Nomination" with regard to "the said premises", if any, and made by the Transferors with the said Promoters/Developers prior to this date in favour of any person other than the Transferees herein shall hereafter be deemed to be inoperative and shall be considered as voluntarily withdrawn by the Transferors herein on receipt of the agreed full and final consideration amount for "the

said premises” from the Transferees herein as mentioned in these presents.

16. It is hereby agreed and undertaken by the Transferors that, in case they have given any Authority Letter, Power of Attorney, “Will”, etc., to any other person / party in respect of sale/transfer/assignment or for any kind of transaction of any nature whatsoever with regard to “the said premise”, it shall be treated as null and void, cancelled, revoked, shall be deemed to be inoperative and shall be considered as voluntarily withdrawn/revoked by the Transferors from the date of execution of this Agreement for Sale.
17. The Transferors admit and undertake that they shall relinquish all their title, rights, interest, benefits, ownership, claims, etc., in “the said premise” and the said shares in favour of the Transferees herein voluntarily and unconditionally in eternity immediately at the time of receiving the final part consideration amount mentioned in Clause 1(d)(2) above.
18. The Transferees shall not be called upon by the Transferors to make additional payment of any other sum of money other than that has been expressly agreed upon with the Transferors in these presents.
19. It is hereby agreed by and between the parties hereto that, on payment of the full and final consideration for “the said premises” as mentioned in these presents, this Agreement for Sale shall be treated/deemed as Sale Deed.
20. It is agreed by and between the parties hereto that the contents of this Agreement for Sale have been read, understood and agreed by them and they are fully aware of this and with the satisfaction

after knowing all these terms, now they are executing this Agreement for Sale in the presence of two witnesses.

21. All disputes and differences between the parties hereto in respect of this deal, if any, shall be settled amicably. In the event of the efforts turning futile, the same shall be referred to be resolved in the Court of Law in Mumbai jurisdiction only.

SCHEDULE

Flat No.3313 [admeasuring **163.78 Sq. Mtrs. – Carpet Area**, equivalent to 1763 Sq. Ft.] as defined under Real Estate (Regulation & Development) Act, 2016] on the **33rd Floor** in **Phase II - Wing 'B'** of '**White City**', along with **Car Parking Space No.G-0133A, G-0133B & G-0134** in the said building named as '**White City**' situated at : **Near Lokhandwala Township, Akurli Road, Kandivali (East), Mumbai-400101**, constructed in the year _____ with Two Basements, Stilt, 1st & 2nd Podium Level plus Forty Upper Floors (with 'Lift' facility), on the land bearing **C.T.S.No.174 C**, lying and being at Village - Akurli, Taluka **Borivali**, in the Registration District and Sub District of Mumbai City and Mumbai Suburban, within the assessment jurisdiction of 'R-South' Ward of the Brihanmumbai Mahanagar Palika.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day, month and year first herein above written:

Signed and Delivered by the
within named Transferors

Mr. Raj H. Thakkar

(Income Tax PAN : ADEPT1952B,
Aadhaar No. _____),

Mr. Dhaval H. Thakkar

(Income Tax PAN : AFEPT1678Q,
Aadhaar No. _____),

Mrs. Prabhaven H. Thakkar

(Income Tax PAN : AIXPT5341E,
Aadhaar No. _____)

Mr. Hasmukhbhai D. Thakkar

(Income Tax PAN : AENPT6413K,
Aadhaar No. _____)

in the presence of

Signed and Delivered by the
within named Transferees

Mr. Yogendra Kishanchand Agrawal

(Income Tax PAN : AABPA2237Q,
Aadhaar No.9156 3267 8769),

Mr. Romesh Yogendra Agrawal

(Income Tax PAN : CACPA6414Q,
Aadhaar No.9793 2905 8612),

Mrs. Neetu Yogendra Agrawal

(Income Tax PAN : ADHPA9382P,
Aadhaar No.9875 4980 3182)

in the presence of

