**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE**  made at Mumbai this **\_\_\_**  day of **February 2025**,

**BETWEEN**

**Mr Dhaval Vinod Gada** age : **\_\_\_** years **(** Pan No : **APLPG2113A,** AadharNo:\_\_\_\_\_\_\_\_\_)

and **Mrs Avnee Dhaval Gada** age : **\_\_\_** years ( Pan No : **CXEPG8354A**, Aadhar No : \_\_\_\_\_\_\_\_\_) are Indian Inhabitants of Mumbai, residing at **1C 193-194, Kalpataru Aura, LBS Marg, Near R-City Mall, Ghatkopar West, Mumbai - 400086**; hereinafter referred to as “**the Vendors**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include her  respective heirs, executors and administrators) of the **One Part;**

**AND**

**Mr Ankit Kishor Parekh** age : **39** years **(**Pan No **: AJWPP7081R,** Aadhar No : **7983 7734 5661)** and **Mrs Mittal Ankit Parekh** age : **38** years **(**Pan No : **AYQPS0389E,** Aadhar No : **3426 3180 4705)** areIndianInhabitant of Mumbai, residing at **Flat no 12, 6th floor, Nilmani Apartment, Navroji Lane, Near Param Keshav Baug, Ghatkopar West, Mumbai - 400086,**  hereinafter referred to as “**the Purchasers**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **Other Part**:

**WHEREAS :**

1. By an Agreement for sale dated **31st May 2024** made between **M/s.** **Kalpataru Limited**, a company registered under the Companies Act, 1956 having its registered office at **91, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055** (therein referred to as the Developers) of the One Part and the Vendors herein (therein referred to as the Purchasers) of the Other Part and registered with the Sub-Registrar of Assurances, **Kurla4** under Serial No. **Kurla4-11980-2024, dated 31st May 2024** the Developers therein sold and transferred to the Purchasers therein (being the Transferor herein) the Residential Premises being Flat No. **191** admeasuring **725** sq. ft. carpet area equivalent to  about **67.35** square metres and having enclosed balcony of 6.90 square metres equivalent to about 74 square feet (“**the said Flat**”) situated on the **19th**  Floor of the building No. **3** Wing **`A’** in the residential complex known as “Kalpataru Aura” (“**the said Building**”) standing on all those pieces and parcels of land bearing CTS Nos.168A/A, 168A/1-28, 168A/31 and 168A/33 and 168G (Part)  of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban  situated at Lal Bahadur Shastri Marg, Ghatkopar, Greater Mumbai together with 2(two) car parking space bearing No. **BP-784 and ST-514** in basement and stilt car parking area(“**said Car Parking Space**”);
2. All the unit holders of the said Building formed a Co-operative Housing Society by the name of **Kalpataru Aura Building No. 3A,B,C,D,E Co-operative Housing Society Limited** under the Maharashtra Co-operative Societies Act, 1960 registered under No. **MUM/WN/HSG/TC10699/2014-15** dated **21.10.2014** having its Registered Office at CTS.No. 168 A/A, 168 A/1 TO 28, 168 A/31, 168 A/33 & 168 G(Part) at L.B.S.Marg, Ghatkopar (W), Mumbai – 400086  (hereinafter referred to as **“the said Society”**);
3. Pursuant to formation of the said Society, the Vendors was issued 10 (ten) fully paid-up shares of Rs.50/- each bearing Distinctive Nos. **3881  to  3890** (both inclusive) of the said Society issued under Share Certificate No. **366** (hereinafter referred to as “**the said Shares**”) and is absolutely entitled to the beneficial right, title and interest into and over Residential Premises being Flat No. **191** admeasuring **727** sq. ft. carpet about **67.35** square metres and having enclosed balcony of **6.90** square metres equivalent to about 74 square feet area on the **19th** Floor of the said Building;
4. In the circumstances aforesaid, the Vendors is absolutely entitled to and is otherwise sufficiently seized and possessed of the said Shares together with the beneficial right, title and interest in the said Flat and the said Car Parking Spaces as more particularly described in the **Schedule** hereunder written (hereinafter referred to as “**the said Premises**”);
5. The Vendors has agreed to sell and transfer to the Purchasers absolutely and forever free from lien and the Purchasers have agreed to purchase and acquire from the Vendors the said Premises free from all other claims, demands, notices, disputes, charges, liens, mortgages, license, encumbrances, attachments and litigation, at or for the lumpsum consideration of Rs. **2,37,00,000** /- (Rupees Two Crores Thirty Seven Lakhs only);
6. The said Society has by its letter dated **\_\_\_\_\_\_\_\_ 2025**, granted it’s No Objection for the sale and transfer of the said Premises by the Transferor (Vendors) to the Transferees (Purchasers), a copy whereof is annexed and marked hereto as **Annexure “A”**;
7. The Parties are now desirous of recording the terms and conditions of their agreement as hereinafter appearing.
8. In the First agreement, the flat was registered under two names **Mr Dhaval Vinod Gada and Mrs Avnee Dhaval Gada.** The Vendors has informed the same to the purchasers and gave the relevant documents.

**NOW THIS AGREEMENT FOR SALE RECORDS AS FOLLOWS:-**

1. (i) The Vendors hereby agree to sell and transfer to the Purchasers and the Purchasers agree to purchase and acquire from the Vendors absolutely and forever and free from all other claims, demands, notices, disputes, charges, liens, mortgages, encumbrances, attachments and litigation , all the said 10 (ten) fully paid up shares of Rs. 50/- each of the Kalpataru Aura Building No. **3A,B,C,D,E** Co-operative Housing Society Limited (hereinafter referred to as **“the said Society”**) bearing Distinctive numbers from **3881 to 3890**  (both inclusive) issued under Share Certificate No. **366** (hereinafter called **"the said Shares"**) together with the Vendors’ beneficial right, title and interest into and over the Residential Premises  being Flat No **191** admeasuring **725** sq. ft. carpet area equivalent to about **67.35** square meters and having enclosed balcony of **6.90** square metres equivalent to about 74 square feet (“**the said Flat**”) situated on the **19th** Floor of the building No.**3** Wing **`A’** as shown on the floor plan annexed hereto and marked as **Annexure B**, in the residential complex known as “Kalpataru Aura” (hereinafter referred to as **“the said Building”**) standing on all those pieces and parcels of land bearing CTS Nos.168A/A, 168A/1-28, 168A/31 and 168A/33 and 168G (Part)  of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban  situated at Lal Bahadur Shastri Marg, Ghatkopar, Greater Mumbai along with 2(two) car parking spaces bearing No. **BP-784 and ST-514** in basement and stilt car parking area (“**said Car Parking Space**”) together with all the rights, privileges and benefits of and appurtenant/incidental to the membership of the said Society and in the sinking fund and other funds of the said Society  (hereinafter collectively referred to as **“the said Premises”**) and more particularly described in the **Schedule** hereunder written, together with all benefits, rights and incidentals thereto including the right to hold, use, occupy, possess and enjoy  the said Premises at or for the agreed total lump sum consideration of Rs**. 2,37,00,000** /- (Rupees Two Crores Thirty Seven Lakhs only)  payable as follows, that is to say:-
2. The partconsideration of **Rs 1,75,000,00/-** (Rupees One crore Seventy Five Lakhs only) has already been paid by the purchases to the Vendors as per the payment mode mentioned in the receipt section.
3. The Purchasers agree to pay of **Rs. 2,37,000/-** (Rupees Two Lakhs Thirty Seven Thousand only) towards payment of TDS and credited to PAN No. **APLPG2113A and CXEPG8354A** on the total sale consideration of Rs. 2,37,00,000 /- (Rupees Two Crores Thirty Seven Lakhs Only). The Purchasers shall pay the TDS from self contribution within a month from the date of registration  and submit to the Vendors the Certificate of Deduction, immediately when issued by the concerned authorities.
4. The balance consideration **Rs 59,63,000/-** (Rupees Fifty Nine Lakhs Sixty Three Thousand Only) on or before **15th March 2025,** shall be paid by the Purchasers to the Vendor in any acceptable mode of payment including RTGS/Pay order/s by the home loan or self contribution drawn in favour of the Vendor for the said sum, simultaneously against the quiet, vacant and peaceful possession of the said Premises by the Vendor to the Purchasers and completing the sale as provided in Clause 1(ii) and Clause 8 hereinafter.

 (ii) Simultaneously on the balance consideration amount being paid by the Purchasers to the Vendors as stipulated above, the Vendors shall complete the sale and transfer of the said Premises and put the Purchasers in the quiet, vacant and peaceful possession of the said Premises and shall handover all the original documents, title deeds & other papers / documents pertaining to the said Flat including the Share Certificate No. **366**

1. The Vendors hereby admit and acknowledge that the Purchasers have agreed to enter into this transaction and to complete the proposed transaction on the following representations by the Vendors:
	1. the Vendors is the absolute Owner of and is otherwise well and sufficiently entitled to the said  Premises;
	2. For all the purposes, the Vendors shall be treated as Owner of the said Premises.
	3. the Vendor’s title to the said Premises is clear and marketable, free from all charges, encumbrances, claims and demands whatsoever.
	4. the  Vendors have good right, full power and absolute authority to enter into this Agreement and there is no impediment or restraint or injunction against the  Vendors from being able to do so;
	5. there exists no mortgage, charge, lien and/or any third party right or encumbrance on the said Premises and the said Premises are not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and all and any mortgages, encumbrances, liens or charges that may have been created anytime hereto before have been fully discharged and paid by the Vendors and no claims or demands are pending against the Vendors in respect of the said Premises;
	6. the Vendors have not entered into any Agreement or arrangement, with regard to sale, gift, lease or transfer of the said Premises or any part thereof in favour of any third party or person;
	7. there are no tenants, occupants, licensees, gratuitous licensees, etc., occupying the said Premises as of the date of execution of these presents and that the Vendors is solely and exclusively in possession, both juridical and physical, of the said Premises;
	8. the Vendors have not created any adverse right in respect of the said Premises whereby she is  prevented from selling the said Premises;
	9. there are no proceedings instituted by or against the Vendors in respect of the said Premises or any part thereof pending in any Court or before any Authority and the said Premises is not under any lis pendens;
	10. no notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town Planning Act, the Municipal Corporation Act, or any other statute has been received by or served on the  Vendors in respect  of the said Premises or any part thereof which restricts or may restrict the execution of this Agreement;
	11. there is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Vendors from dealing with the said Premises or entering into this Agreement;
	12. that the Vendors have not granted any right of way or easement or licenses or any other rights to any person over the said Premises and that no such right has become effective by prescription or otherwise howsoever;
	13. no dues under Income-tax Act, 1961 are outstanding against the Vendors and that no proceedings have been initiated by the Income Tax Authorities and/or are pending under Section 281 of the Income Tax Act, 1961 against the Vendors;
	14. all rates, assessments, duties, outgoings and taxes payable by the Vendors in respect of the said Premises have been paid up to date by the Vendors.
	15. The Value Added Tax, Service Tax, Goods Sales Tax etc., as referred in clause 5 (A) ii and 5 (B) of Agreement dated **31st May 2024** between the Developers and Vendors, have already been paid by the Vendors. In the event of any change in the government policies or otherwise and any such refund is received then the same to be refunded to the Vendors as stated in this agreement.
	16. The Purchasers are entitled to become the members of the said society and also agree to abide by the rules and regulations and byelaws of the said society. And the society can transfer the Share Certificate in the favour of the PURCHASERS.
2. The Purchasers covenant with the Vendors that they shall pay the balance consideration of **Rs 59,63,000** (Rupees Fifty Nine Lakhs Sixty Three Thousand Only) on or before **15th March 2025,** against the Vendors handing over to the Purchasers, the quiet, vacant and peaceful possession of the said Premises and sign and execute all necessary writings for effectuating the transfer and sale herein.
3. The Vendors agree and covenant that from the date of this Agreement until handing over possession of the said Premises to the Purchasers, the Vendors shall not do or omit to do or cause to be done or omitted, any act, deed, matter or thing which may prejudicially affect the right, title and interest of the Vendors to the said Premises and/ or the ability of the Vendors to complete the sale of the said Premises to the Purchasers as contemplated in this Agreement.
4. The Vendors confirm that upon completion of the sale of the said Premises, the Purchasers shall be exclusively entitled to use and occupy the said Premises without any suit, interruption, claim or demand from or by the Vendors and/ or any person(s) claiming by, from, through, under or in trust for the Vendors.
5. All rates taxes, assessments, government dues and outgoings (such as duties, municipal taxes, electricity charges, other maintenance charges, Mahanagar Gas charges, etc) payable by the Vendors to the said Society or otherwise for the period upto the date of completion of the transfer or handing over of vacant possession, whichever is later, shall be borne and paid by the Vendors alone.  All such payments payable for the subsequent period after the date of the completion of the Transferor handing over of vacant possession, whichever is later, shall be borne and paid by the Purchasers alone.
6. The Vendors shall do all such further acts and execute all such further deeds, documents and writings as may be necessary in favour of the Purchasers, including, deeds, writings, etc., at the cost of the Purchasers alone, to give effect to the provisions of this Agreement for perfect vesting of the title of the Premises with the Purchasers, and to duly effect the transfer of the said Premises from the Vendors to the Purchasers. The Vendors agree that on completion of the transaction, all the amounts standing to the credit of the Vendors in the books of account of the said Society to which the Vendors are or may be legitimately entitled shall stand transferred and assigned to the names of the Purchasers and the Vendors shall authorise the said Society to transfer all the said amounts as aforesaid in favour of the Purchasers.
7. The Purchasers agree that on and after the completion of the transaction, the Purchasers shall observe and abide by the terms and conditions as then stipulated and as may be thereafter stipulated by the said Society from time to time.
8. The Vendors is aware of the fact that the Purchasers have agreed to acquire the said Premises and pay monies thereunder relying on the correctness of the several statements, declarations and representations as set forth above and confirm and repeat the correctness thereof.

1. The Transfer charges payable to the said Society or any other authority or body in respect of the proposed transfer shall be borne and paid by the Purchasers and Vendors in the ratio 50:50.
2. This agreement for sale will have effect only after realization of consideration amount

 i.e Rs **2,37,00,000** /- (Rupees Two Crores Thirty Seven Lakhs only) from the Purchasers.

1. This Agreement is being fully stamped under Article 25 of the Bombay Stamp Act, 1958.
2. The Stamp duty and registration charges in respect of this Agreement for sale , the proposed Deed of Transfer, the specific Power of Attorney, the Transfer Forms and any other deeds, documents and writings required by the Purchasers to be executed by the Vendors shall be borne and paid by the Purchasers alone.
3. In the event of there being any dispute the said dispute shall be referred to two arbitrators (one appointed by each party) and the said arbitration shall be as per the Provision of Arbitration and Conciliation Act 1996 or any amendments or re-enactments as the case may be.  The seat of Arbitration shall be at Mumbai and the proceedings shall be in English.
4. The courts in Mumbai shall have sole jurisdiction with regards to this agreement.
5. The Income Tax Permanent Account Numbers of the parties hereto are as under:-
6. Transferor –
	1. **Mr Dhaval Vinod Gada : APLPG2113A**
	2. **Mrs Avnee Dhaval Gada : CXEPG8354A**

   ii. Transferees -

* 1. **Mr Ankit Kishor Parekh : AFOPD9231P**
	2. **Mrs Mittal Ankit Parekh : AYQPS0389E**
1. The “VENDORS / TRANSFERORS” had purchased The Said Premises for investment purpose and have paid the full stamp duty of Rs.13,26,000/- (Rupees Thirteen Lakh Twenty Six Thousand Only) on 28/05/2024 on the Agreement For Sale dated 31/05/2024 executed between the Builder and the “VENDORS / TRANSFERORS”. The said Agreement for Sale was registered on 31/05/2024 having Registration No. **Kurla4-11980-2024**. And whereas under the provisions of Article 5(G-A)(ii) of Schedule- I of the Bombay Stamp Act 1958, the above said stamp duty of Rs. 13,26,000/- (Rupees Thirteen Lakh Twenty Six Thousand Only) will be adjusted in this Agreement for Sale.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month and year first hereinabove written.

**THE SCHEDULE ABOVE REFERRED TO:**

**(Description of the “said Premises”)**

All those 10 (ten) fully paid up shares of Rs.50/- each bearing Distinctive Nos. **3881 to 3890** (both inclusive) issued by the **Kalpataru Aura Building No. 3A,B,C,D,E Co-operative Housing Society Limited** under Share Certificate No. **366** together with the residential premises being Flat No. **191** admeasuring **725** sq. ft. carpet area equivalent  to  about **67.35** square metres and having enclosed balcony of **6.90** square metres equivalent to about 74 square feet situate on the **19th** Floor of the building No. **3** Wing **`A’** in the residential complex known as “Kalpataru Aura” standing on all those pieces and parcels of land bearing CTS Nos.168A/A, 168A/1-28, 168A/31 and 168A/33 and 168G (Part)  of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban  situate at Lal Bahadur Shastri Marg, Ghatkopar, Greater Mumbai together with1(one) car parking spaces bearing No. **BP-784 and ST-514** in basement and stilt car parking area of the Building. The building is constructed in the year 2012 as per Occupation Certificate and the building consists of 2 Basement + Stilt + 20 upper floors.

IN WITNESS WHERE of the parties hereto have set and subscribed their respective hands on the day and the year first herein above written.

**SIGNED, SEALED AND DELIVERED** by the )

Withinnamed “Vendors”

1) **Mr Dhaval Vinod Gada**            )

2) **Mrs Avnee Dhaval Gada )**

in the presence of…………………..

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

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

**SIGNED, SEALED AND DELIVERED** by the )

Withinnamed “Purchasers”

1) **Mr Ankit Kishor Parekh**

2) **Mrs Mittal Ankit Parekh**

in the presence of………………………

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

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

**RECEIPT**

RECEIVED a sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakhs Thousand only) from the within named Purchasers, **Mr Ankit Kishor Parekh and Mrs Mittal Ankit Parekh**to the Vendors **Mr Dhaval Vinod Gada and Mrs Avnee Dhaval Gada** via Cheque/ RTGS/DD (as detailed below) towards **PART** payment for the sale and transfer of Flat No. 191 on the 19th floor in Building No. 3, Wing A, **Kalpataru Aura**, situated at LBS Marg, Ghatkopar West, Mumbai - 400086.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Instrument** | **Ref. No.** | **Date** | **Bank Name** | **Amount** |
|  |  |  |  |  |
| RTGS | SBINR52025011672222447 | 16/01/2025 | SBI | 5100000 |
| RTGS | SBINR52025011672222541 | 16/01/2025 | SBI | 5100000 |
| Cheque  | 982349 | 16/01/2025 | SBI | 7300000 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Amount** |  |  |  | **1,75,00,000** |

I Say Received Rs. 1,75,00,000 /- (Rupees One Crore Seventy Five Lakhs Thousand only)

  .   . **Mr Dhaval Vinod Gada**

**Mrs Avnee Dhaval Gada**

**(Vendors)**

Witness

**(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**