

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ___ day of ___, 2023 **BETWEEN** **MRS. SUREKHA P. DEOKAR** an adult, Indian Inhabitant of Mumbai, residing at Flat No.401, Bldg. No. 16, Oshiwara Himasai Co. Op. Housing Society Ltd., Oshiwara MHADA Complex, New Link Road, Andheri (W), Mumbai 400 053 having **Aadhar Card No. 5351 0831 9012, Pan No. ADKPD4080A** hereinafter called and referred to as the **"VENDOR"** (which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the **ONE PART;**

AND

MR. SALIM NOORMOHAMMED VAHORA, an adult, Indian Inhabitant, residing at 21-603, MHADA Oshiwara Gulmohar CHSL, Oshiwara MHADA Complex, New Link Road, Andheri (W), Mumbai 400 053, having Aadhar Card No. **9561 1062 0534 Pan No. AALPV3009K** hereinafter called and referred to as the **"PURCHASER"** (which expression unless repugnant to the context or meaning

thereof shall mean and include his heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Vendor is absolutely seized and possessed as owner thereof of Flat bearing No.401 (admeasuring about 910.84 sq. ft. built up area) situated in Bldg. No. 16, Oshiwara Himasai Co. Op. Housing Society Ltd., Scheduled Plot No. H 51, Oshiwara MHADA Complex, New Link Road, Andheri (W), Mumbai 400 053, hereinafter called and referred to as the "**said Flat**", more particularly described in the Schedule written hereunder.

AND WHEREAS the said Flat was originally allotted to MR. NIRMAL SUDHIRKUMAR MUKHERJEE by the MHADA authority vide allotment Letter No. 758 dated 09/10/1997 and possession letter No. 732/98 dated 29/07/1998.

AND WHEREAS said MR. NIRMAL SUDHIRKUMAR MUKHERJEE sold the said Flat to MR. ANIL SINGH by executing registered Agreement for Sale bearing Reg. No. BDR9-2241-2008 dated 13/08/2008. Thereafter, MHADA authority transferred the said Flat in favour of MR. ANIL SINGH vide Letter No. 1153/08 dated 15/04/2008.

Commented [SS1]: Kindly check the date.

Commented [SS2]: Kindly check the date. Date of transfer is shown prior to date of sale.

AND WHEREAS said MR. ANIL SINGH sold said Flat to the Vendor herein by executing registered Agreement for Sale vide Registration No. BDR-1-7625-2014 dated 29/09/2014. Thereafter, MHADA authority transferred the said Flat in favour of the Vendor vide Letter No. [REDACTED] dated [REDACTED]. Since then the Vendor is in use and occupation of the said Flat as owner thereof, subject of rules and regulations of MHADA.

Commented [SS3]: Fill in the total.

AND WHEREAS the Vendor is the bonafide member of OSHIWARA HIMASAI CHS LTD (Regn. No. MUM/MHADDB/HSG/(TC)/12149/2003-2004 DT. 09.12.2003) ("**said society**") and holding its five shares of Rs.50/- each bearing distinctive Nos. from 191 to 195 (both inclusive) under share certificate No. 28, hereinafter called and referred to as the "**said shares**".

AND WHEREAS Vendor has acquired some other suitable accommodation elsewhere hence Vendor decided to sell/dispose of the said Flat.

AND WHEREAS the Purchaser being in need of a residential accommodation approached the Vendor and requested her to sell and transfer the said Flat in his favour.

AND WHEREAS the Vendor have agreed to sell and transfer and assign all her right, title and interest in the said Flat in favour of the Purchaser on certain terms and conditions mutually agreed by and between the parties which parties have hereunto reduced in writing hereunder.

NOW, THEREFORE, THESE PRESENT WITNESSETH
AND IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO AS UNDER: –

1. That the Vendor hereby agrees to sell, transfer and assign all her rights, title and interest in respect of the said Flat No.401, Bldg. No. 16, Oshiwara Himasai Co. Op. Housing Society Ltd., Scheduled Plot No. H 51, Oshiwara MHADA Complex, New Link Road, Andheri (W), Mumbai – 400053 including her tenancy, occupancy, possessory and ownership rights and membership and shares of the said society unto and in favour of the Purchaser forever and absolutely from

the day of receipt of the full and final consideration of this agreement.

2. That the Vendor hereby undertakes to co-operate with the Purchaser till she is paid the total consideration of the said Flat as described in point No.3.
3. That the total consideration of the above said Flat has been mutually agreed and fixed at **Rs.1,99,00,000/- (Rupees One Crore Ninety Nine Lakhs only)** which shall be paid in following manner:
 - a. The Purchaser has paid a sum of **Rs.5,00,000/- (Rupees Five lakhs only)** to the Vendor being the **advance amount** in respect of the said Flat. The Vendor hereby admits and acknowledges the receipt of same at the foot hereof;
 - b. That 1% TDS charges i.e., **Rs.1,99,000/- (Rupees One Lakhs Ninety Nine Thousand only)** will be deducted by the Purchaser from the balance amount and paid to the credit of the Vendor as per provisions of the Income Tax Act, 1961 within 7 days of Registration. The Purchaser will hand over the proof of payment TDS to the Vendor as the earliest.

- c. **That the Purchaser will pay Rs.1,49,00,000/- (Rupees One Crore Forty Nine lakhs only)** to the Vendor within 45 days from the date of execution of this agreement.
- d. That the remaining balance amount of **Rs.43,01,000/- (Rupees Forty Three Lakhs One Thousand only)** shall be paid by the Purchaser to the Vendor before the registration of this Agreement.
4. It is hereby agreed by and between the parties if the Bank or financial institutions sanctions lesser amount of loan then the Purchaser will shall make his own arrangement for balance amount before possession of the said Flat.
5. That the parties will endeavour to settle existing Loan of Vendor amicably directly from Purchaser's Bank to Vendor's Bank.
6. That both the parties hereto hereby agree to pursue inter-bank settlement of Vendor's outstanding Loan directly through Purchaser's Bank and handing

over/transfer of mortgaged title documents by Vendor's Bank to Purchaser's Bank. They will also pursue their respective Bank's for temporary deposit of MHADA Allotment Letter with Collector of Stamps, Andheri, Mumbai for adjudication and payment of Stamp Duty on same and recollect and keep the same in their safe custody after adjudication and stamping of said MHADA Allotment Letter. The Vendor will bear the Stamp Duty charges adjudicated and paid to the Collector of Stamps.

7. That if the Purchaser fails to pay entire agreed consideration within _____ months from execution hereof, this Agreement will automatically stand terminates and unenforceable against the Vendor. Any cost/expenses incurred by the Vendor in relation to this transaction will be deducted from the advance amount referred above and balance amount will be returned to the Purchaser by the Vendor.
8. The Vendor will co-operate with the Purchaser by provide such documents and information as may be required for establishing her title to the said Flat and for smooth settlement of her loan by Purchaser's bank,

and in the event of completion of this transaction, smooth transfer of title documents from her bank to the bank of Purchaser.

9. Upon receipt of entire consideration amount, the Vendor will handover possession of the said Flat to the Purchaser.
10. That the Vendor hereby agrees to handover the copies of necessary documents, papers, photocopies as may be required for establishing her title to the said Flat and for enabling the Purchaser to obtain sanction letter for loan from his bank. On receipt of entire consideration, the Vendor will hand over and/or cause handing over of all original documents, papers, receipts, allotment letters/orders, certificates etc. pertaining to the said Flat/ society to the Purchaser and/or his Bank.
11. That the Vendor hereby declares that upon receipt of entire consideration amount either from purchaser or his bank and proof of payment of TDS amount to her credit by the Purchaser, she will hand over the keys

and possession of the said flat to the Purchaser, and till such time flat will be in the possession of Vendor.

12. That the Vendor hereby declares that from the date of receipt of the full and final consideration hereof, the Vendor, her family members, etc. shall not claim any rights, title, share, interest in the said Flat and she shall have no objection for the transfer of the said Flat to the name of the Purchaser.
13. That from the date of handing over possession of the said Flat to the Purchaser, he will be responsible for payment and discharge of all outgoings in respect of the said Flat including, society dues, electricity, water, maintenance charges, ground rent, rates and taxes etc., as may be applicable.
14. **The Vendor states and declares that: –**
 - (a) She has not entered into any agreements with any person/s in respect of the said Flat;
 - (b) She will ensure that the said Flat shall be in as is where is condition at the time of handing over at the time of possession;
 - (c) She has not mortgaged or alienated nor created any charge on the said Flat or any part thereof

with any person/s or financial institution/s or bank/s and the same is free from all encumbrances;

(d) She has not transferred and assigned her right, title and interest in respect of the said flat with any person/s;

(e) She declares that except herself no other person/s has/have any right, title and interest in the said Flat.

15. The Vendor hereby declares that she has cleared all the dues of society, BMC, property tax and MHADA, electricity bill or any other charges if any of the said Flat and she will provide all cleared receipts, bills etc. to the Purchaser at the time of possession of the said Flat and after taking the possession of the said Flat the Purchaser shall be liable and responsible for the payment to all the concerned authority and shall not make any claim whatsoever in nature from the Vendor.

16. The Vendor hereby declares that after receiving entire consideration from the Purchaser, the Vendor shall have no claim, right, title and interest over the said

said Flat and thereafter she will not raise any claim of whatsoever nature on the said Flat in future.

17. That the Purchaser shall be responsible for all future charges such as Electricity charges by Adani, TATA / Rationing authority/ Mahanagar Gas Ltd./ Oshiwara Himasai Co-op. Housing Society/MHADA directly to the concerned authorities after getting the possession of the said Flat from the Vendor.
18. That upon payment of entire consideration and receipt of possession of the said Flat the Purchaser shall be entitled to use and enjoy all the benefits of the said Flat and shall have full and absolute right to sell, transfer, sub-let and/or part with possession of the said Flat to any person, subject however, to the rules, regulations, bye-laws of the Society and rules and regulation of the MHADA authority.
19. The Purchasers have agreed to deduct tax at source @1% of the consideration amount being paid to the Vendor i.e., Rs.1,99,000/- (Rupees One Lakh Ninety Nine Thousand only) and promised to deposit the same in the Government treasury account in the

prescribed form 26QB as per the Income Tax Act 1961 and issue a Form 16B to the payee i.e., the Vendor on or before receiving possession of the said Flat.

20. The Purchaser shall abide by the rules, regulations and bye-laws of the Society and MHADA authority.
21. The Transfer charges payable to the said Society in respect of instant transaction shall be shared equally by the Vendor and the Purchaser. The Vendor will obtain Sale NOC in favour of Purchaser for the purpose of MHADA Transfer, Bank Loan, Stamp Duty and Registration work and other purposes, as may be.
22. That the Purchaser will bear the stamp duty and Registration charges for this Agreement. He will also bear and pay the transfer charges to the MHADA authority in respect of the said Flat.
23. The Vendor doth hereby declare and confirm that the said Flat absolutely belong to her and she has not created any gift, pledge, lease, loan, mortgage, charge, lien or encumbrances on the said Flat and that these are free from any gift, lease, loan, mortgage, charge, lien, encumbrances or attachment of any

Statutory Authorities or otherwise and there is no litigation, stay or any legal proceedings with regard to the said Flat and the said shares in any court of law, taxing authority/ies or with Municipal Corporation, or the Society.

24. This agreement shall be subject to the jurisdiction of courts in Mumbai.

25. Recitals form part of this Agreement.

SCHEDULE ABOVE REFERRED TO

That Flat bearing No.401 (admeasuring about 910.84 sq. ft. built up area) situated in Bldg. No. 16, Oshiwara Himasai Co. Op. Housing Society Ltd., Scheduled Plot No. H 51, Oshiwara MHADA Complex, New Link Road, Andheri (W), Mumbai 400 053, constructed on land bearing C.T.S. No.1, Village: Oshiwara, Taluka: Andheri, Registration District: Mumbai Suburban. Construction of building completed in or around the year 1998 having ground plus 7 Floor with lift.

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

SIGNED SEALED AND DELIVERED by)
The within named "Vendor")
MRS. SUREKHA P. DEOKAR)
Aadhar Card No. **5351 0831 9012**)
Pan No. **ADKPD4080A**)
In the presence of) **Vendor**
1.

2.
SIGNED SEALED AND DELIVERED by)
The within named "Purchaser")
SALIM NOORMOHAMMED VAHORA)
Aadhar Card No. 9561 1062 0534)
Pan No. AALPV3009K)
In the presence of) **Purchaser**
1.
2.

Commented [Am4]: Change to Actual Address

RECEIPT

RECEIVED of and from the within named Purchaser, a Sum of **Rs. 50,00,000/- (Rupees Fifty lakhs only)** in a following manner being the advance /part payment of the said flat as mentioned in this agreement.

Sr . No	Cheque No./RTGS	Date	Amount	Bank's name.
1.			5,00,000/-	
2.	1% TDS charges		1,99,000/-	
3.			43,01,000/ -	
		Total Rs.	50,00,000 /-	

I SAY RECEIVED RS. 50,00,000/-

MRS. SUREKHA P. DEOKAR

WITNESSES

1.

2.