

AGREEMENT FOR SALE

This Agreement for Sale made and entered in to at Mumbai this _____ day of _____ 2023

BETWEEN

SHRI. SHARAN MOHAN BABANI Adult, Indian Inhabitant (P.A. No. **AKYPB3382J**) residing at 333, Nawab Building, Dr. D.N. Road,, Ground Floor, Fort, Mumbai - 400001 hereinafter referred to as "**THE VENDOR**" (which express shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART**;

AND

2) Renita ✓ (1) **MR. AARON MARTIN D'ABREO** (P.A. No. **AALPD5903A** and Aadhar Card No. 3064 2985 0702) (2) **MR. ZANE AARON DABREO** (P.A. No. **ASQPD4655E** and Aadhar Card No. 9003 7016 9510) and (3) **MRS. NIKITA SHARMA DABREO** (P.A. No. **BMSPS0920C**) and Aadhar Card No. 2380 8583 8454) all Adults, Indian Inhabitants, residing at 501/502, Satguru Shristi, Road No. 29, Near Guru Nanak Park, Bandra West, Mumbai 400 050, hereinafter collectively referred to as "**THE PURCHASERS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her/their heirs, executors and administrators) of the **OTHER PART**. CO-OP

WHEREAS-

- A. Mr. Prakash Jethanand Babani, sole proprietor of M/S. J.G.B. Developers, having his address at Plot No.150, Satguru Sharan, Corner of 24th & 29th Road, Bandra (W), Mumbai 400050.,

(*hereinafter referred to as "the said Developer"*) was the owner of the property bearing Final Plot No.150 of Bandra Town Planning Scheme No. III, C.T.S. No. F/683, admeasuring 781.78 square meters or thereabouts, situate, lying and being at 29th Road, Bandra (West), Mumbai 400 050 more particularly described in the **FIRST SCHEDULE** hereunder written (*hereinafter referred to as "the said Property"*);

- B. The said Developer has developed the said Property whereby he has constructed a building thereon comprising of a basement, stilts at ground level and twelve upper floors with service floor and part terrace on the thirteenth floor and roof terrace above the thirteenth floor which they have named "**SATGURU SHARAN**" (*hereinafter referred to as "the said Building"*), as per the plans sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM") vide I.O.D. No.E.B/CE/1578/WS/AH dated 21 March 2003 and Commencement Certificate No. CE/1578/WS/AH dated 10 July 2003. On completion of the said Building, the MCGM issued the Occupation Certificate bearing No. CE/1578/WS/AH dated 31 August 2005.
- C. The Vendor herein is the Nephew of the Developer.
- D. By a Registered Gift Deed dated 26th June 2014, the said Developer has gifted Flat No. 601 admeasuring 1481 Sq.ft. (carpet area) on the 6th floor of the said Building (*hereinafter referred to as "the said Premises"*) to the Vendor. The said Developer has also earmarked for the Vendor (for no consideration) the use of two car-parking spaces marked No. 601A in the compound in the said building and No. 601B in the basement of the said building (*hereinafter referred to as "the said Car-Parking Spaces"*), to

be used only for the purpose of parking the vehicle of the Vendor and for no other use, and the use of the same is subject to the bye-laws, rules and regulations of the organization that will be formed of the flat-owners in the said Building. The said Gift Deed is registered with the Sub-Registrar of Assurances at Bandra East), under Serial No. BDR9/4912/2014 dated 27th June 2014. Vide exchange of Writing of even date the Owner / Donor agreed to allot an additional Car Parking space bearing no. 601C free of Cost to the Donee/Purchaser in the Compound of the said Building. Thus, bring the Total Car Parking for Flat No, 601 to 3 Nos. 601A & 601C in the Compound and 601B in the Basement.

- E. Pursuant to the provisions of section 2 of the Maharashtra Apartment Ownership Act, 1970 (*hereinafter referred to as "the said Act"*) the said Owners / Developers executed a Declaration dated 26th April 2023 which is registered with the Sub-Registrar of Assurances at Bandra vide Registration No. BDR15-6968-2023 dated 26th April 2023 (*hereinafter referred to as "the said Declaration"*) submitting the said property to the provisions of the said Act. Accordingly, "**SATGURU SHARAN CONDOMINIUM**" (*hereinafter referred to as "the said Condominium"*) has been formed. The owners of Apartments in the said Building "**SATGURU SHARAN**" shall be governed by the provisions contained in the said Declaration.
- F. Subsequently vide Deed of Apartment dated 26th April 2023 duly registered with the Sub-Registrar of Assurances, at Khar at Serial No. BDR15-6968-2023 dated 26th April 2023 (*hereinafter referred to as "the said Deed of Apartment"*) the said Owner of the One Part conveyed to the Vendor herein of the second Part, the property being Flat No. 601

admeasuring admeasuring 137.58 Sq. mtrs carpet area on the 6th floor together with two car-parking spaces marked No. 601A in the compound of the said building and No. 601B in the basement of the said building (*hereinafter referred to as 'the said Apartment'*) constructed on the said property along with **9%** proportionate undivided interest in the common areas, amenities and facilities in the said building and the said Condominium more fully described in the **SECOND SCHEDULE**, on the the terms and conditions stated therein.

- G. By virtue of the said Deed of Apartment, the Vendor herein was admitted as member of the said Condominium of the Apartment Owner.
- H. The said Apartment No. 601, the said three car Parkings, the said 9 % undivided right, title and interest in the said Land and common areas and facilities of the said Building and voting rights in the said Condominium and all other rights as per the said Declaration dated 26th April 2023 are hereinafter collectively referred to as the "**said Property**", more particularly described in the Second Schedule written hereunder.
- I. In the circumstances, the Vendor herein became the absolute owner of the said premises in the records of the Condominium.
- J. The Vendor declares and warrants that :-
 - (i) The Vendor is the sole and absolute owner of the said Property having a clear and marketable title thereto. The Vendor is in use, occupation and possession of the said Apartment and no other person has any possessory or occupancy rights or any right whatsoever in respect of the said Property. Accordingly, the

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- Vendor has good right, full power and absolute authority to sell, transfer and convey the said Property.
- (ii) The Vendor has represented to the Purchasers that till date no share certificate in respect of the said Apartment No. 601 has been issued by the said Condominium.
 - (iii) There is no subsisting mortgage or charge over the said Property and the same is free from all encumbrances.
 - (iv) The Vendor has not received any notice from any authority in the matter of previous title documents for the said Property not being duly stamped and/or registered.
 - (v) No notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including, the Municipal Corporation Act or any other statute has been received or served through post or hand delivery upon the Vendor in respect of the said Property or any part thereof prior to the execution of these presents.
 - (vi) There is no injunction or any other prohibitory order or any attachment order from any Court, Collector, Revenue authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Vendor from dealing with the said Property or entering into these presents.
 - (vii) The said Property is free from all encumbrances mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, exchange, mortgage, trust, lease, tenancy, sub-tenancy, inheritance or otherwise.
 - (viii) The said Property and/or any part thereof is at present not the subject matter of any pending litigation or proceeding and the same is not attached or sold or sought to be sold in whole or in portion in any Court or other Civil or Revenue or other proceeding

and not subject to any injunction, attachment by the process of the Courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof.

- (ix) The said Property is not held by the Vendor for any trust either secret or otherwise in any way whatsoever.
- (x) The Vendor has duly paid and discharged in full all dues of the said Condominium and liabilities in respect of the said Property including the proportionate municipal taxes and maintenance charges etc. payable to the said Condominium upto the date of execution of these presents.
- (xi) The Vendor has duly complied with all the rules, regulations and byelaws of the said Condominium and that the Vendor has not any received any notice from the said Condominium for or in respect of any breach of any of the rules, regulations and byelaws of the said Condominium nor is there any action or proceedings pending against the Vendor in respect of the said Property.
- (xii) The Vendor hereby declares that the Vendor has full right and absolute authority to enter into these presents and to transfer the said Property in favour of the Purchasers. Further, the Vendor also declares that he is the sole and absolute owner of the said Property and no one else has any claim, share, right, title and interest whatsoever in the said property.
- (xiii) The Vendor declares, represents and covenants with the Purchasers that the Vendor has neither given/offered the said Property as security to any Bank or any financial institution nor given any personal Guarantee to any Bank or Financial Institution or to any person.

Relying on the statements, representations, declaration, warranties and assurances, as aforesaid of the Vendor and believing the same to be true and correct, the Purchasers have agreed to purchase and acquire the said Property from the Vendor and the Vendor has agreed to convey, sell, transfer and assign to the Purchasers the said Property and all other incidental right, title and interest thereto, more particularly described in the Second Schedule hereunder written at and for a total consideration of **Rs.8,50,00,000/-(Rupees Eight Crores Fifty Lakhs Only)** and on the terms, conditions and covenants hereinafter appearing.

- K. The Purchasers shall make payment of Sale Consideration and deduct Tax at source as detailed below:-

Sr. No.	Name of Purchasers/s	Sale Consideration Payable to Vendor (In Rupees)	Tax Deducted (In Rupees)
1.	Mr. Aaron Martin D'abreo		
2.	Mr. Zane Aaron D'abreo		
3.	Mrs. Nikita Sharma D'abreo		

- L. The Vendor is aware that the Purchasers are taking financial help from a Financial Institution to purchase the said Property. The Vendor undertakes to cooperate in any manner to Purchasers and the said Financial Institution and further agreed to give inspection of the original title deeds and the said Property to the said Financial Institution/Bank.

- M. The Vendor has obtained No Objection from the said Condominium for transfer of the said Property by the Vendor in favour of the Purchasers herein. Annexed hereto and marked as **ANNEXURE-_____** is the said No Objection issued by the said Condominium.
- N. The parties hereto have decided to record the terms and conditions for the sale of the said Property in favour of the Purchaser in the manner hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals contained above form integral part of this Agreement as if the same are set out and incorporated in the operative part.
2. The Vendor hereby agrees to sell and/or transfer to the Purchasers and the Purchasers have agreed to acquire and purchase from the Vendor, the said Property being Apartment No. 601 on the sixth floor of the said building known as **SATGURU SHARAN** situate on Plot No. 150 of Suburban Scheme No. III, C.T.S. No. F/849 of Bandra Division, 29th Road, Bandra (West), Mumbai- 400 050 along with 9% undivided right, title and interest in the Land and the general/common areas and facilities of the said building appurtenant to the said Apartment together with 9%, proportionate representation for voting rights in respect of the said Apartment in the said Condominium and exclusive right to use 3 parking spaces viz., 601A and 601C in the compound of the said building and 601B in the basement of the said building "**SATGURU SHARAN**" alongwith right to use the common areas,

amenities and facilities in the said building as provided in the said Declaration dated 26th April 2023 right to use all the appurtenances in appurtenant to or with the said Property or any part thereof as provided in the said Declaration dated 26th April 2023 in respect of the said Condominium, more particularly described in the Second Schedule written hereunder, free from all encumbrances and litigation for the lump sum consideration of **Rs.8,50,00,000/- (Rupees Eight Crores Fifty Lakhs Only)**.

4. The Vendor is aware that the Purchasers are taking financial help from a Financial Institution to purchase the said Property. The Vendor undertakes to cooperate in any manner to Purchasers and the said Financial Institution and further agreed to give inspection of the original title deeds and the said Property to enable the sanction of the loan from the said Financial Institution/Bank.
5. The said consideration of **Rs.8,50,00,000/- (Rupees Eight Crores Fifty Lakhs Only)** is payable by the Purchasers to the Vendor in following manner:
 - i. **Rs. _____/- (Rupees _____ Only)** has been paid by the Purchasers to the Vendor on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof and release and discharge the Purchasers forever)

- ii. Rs. _____/- (Rupees _____ Only)
paid by the Purchasers to the Vendor simultaneously on execution of these presents.
- iii. Rs. _____/- (Rupees _____ Only)
paid by the Purchasers to the Vendor simultaneously on execution of these presents.
- iv. Rs. _____/- (Rupees _____ Only)
shall be paid by the Purchasers to the Vendor, simultaneously on the parties hereto executing a Deed of Apartment / Transfer and on the Vendor handing over to the Purchasers, the quiet, vacant and peaceful possession of the said Apartment alongwith all the original title deeds with respect to the said Property;
- v. Rs. _____/- (Rupees _____ Only)
being the Income Tax deductible at source by Purchasers as per Section 194IA of the Income Tax Act, 1961.

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Rs. 8,50,00,000/- (Rupees Eight Crores Fifty Lakhs Only)
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7. Simultaneously on receipt of the entire consideration, the Vendor shall execute a Deed of Apartment in favour of the Purchasers and hand over to Purchaser quiet, vacant and peaceful possession of the said Apartment, free from all encumbrances, mortgages, litigations, with clear and marketable title, to the Purchasers.

8. Simultaneously on execution of a Deed of Apartment / Transfer, the Vendor shall hand over to the Purchasers the following documents i.e. to say;
- (i) Original Gift deed 26th June 2014 executed by Mr. Prakash Jethanand Babani, sole proprietor of M/S. J.G.B. Developers in favour of Mr. Sharan Babani.
 - (ii) Original Deed of Apartment dated 26th April 2023 executed by Mr. Prakash Jethanand Babani, sole proprietor of M/S. J.G.B. Developers in favour of Mr. Sharan Babani.
 - (iii) Original Letter of Parking dated 26th June 2014.
 - (iv) Last paid maintenance bill.
 - (v) Last paid electricity bill.
9. The Vendor declares that all the taxes including property tax, VAT, Service Tax, Goods and Services Tax (GST) and other outgoings in respect of the said Property are already paid by the Vendor till the date hereof and nothing is due and payable by the Vendor to any concerned authorities. The Vendor further declares that she has not received any notice for any outstanding dues, like VAT, Service Tax, GST, property tax from any concerned authorities in respect of the said Property.
10. Upon the payment of the entire consideration by Purchasers to the Vendor, the Vendor agrees that the Vendor and/or his heirs, executors and administrators shall and will at all times hereafter at any time whenever called upon by the Purchasers or their Advocates do and execute

and perform such lawful acts, deeds, matters and things whatsoever for more perfectly securing the said Property.

11. The Vendor irrevocably agrees and undertakes to indemnify and keep indemnified saved, defended and harmless the Purchasers and their respective heirs, executors, administrators and assigns in respect of the following:-

- (i) any action, suits, proceedings, legitimate claims, costs, expenses, demand, fines, penalties, expenses or other liabilities of whatsoever nature made or suffered by or brought against or incurred by the Purchasers or their respective heirs, executors, administrators and assigns by reason any lawful and genuine demand, claim made or raised by any person or persons or virtue of any non-performance or non-observance by the Vendor of any of the terms, conditions, agreements, covenants and provisions on which the Vendor holds the said Property during the time the Vendor is in possession of the said Apartment and of any Rules and Regulations and Bye-laws for the time being and from time to time of the said Condominium.
- (ii) any payment or liability required to be discharged or paid concerning the said Property till the date possession of the said Apartment is handed over, which are not paid or discharged, the Vendor shall

discharge or pay the same including the said Condominium's maintenance and property taxes.

- (iii) all costs, charges and expenses which the Purchasers may incur or become liable in respect of any of the items above or on account of any representation contained herein being found to be false and/or untrue.

12. The Purchasers hereby covenant with the Vendor that:

- (i) the Purchasers shall pay all the outgoings, taxes and maintenance charges and municipal taxes other taxes and out-goings, water taxes, electricity charges, maintenance and other charges and common expenses payable in respect of the said Property to the Municipal Corporation of Greater Mumbai, Association of Apartment Owners and other concerned authorities as the case may be with effect from the date of taking the quiet, vacant and peaceful possession of the said Apartment.
- (ii) That on and from the date of execution of the Deed of Apartment, the Purchasers shall observe and perform and abide by the covenants and conditions contained in the hereinbefore recited Declaration dated 26th April 2023 and Bye-Laws of Satguru Sharan Condominium.

13. The Transfer Charges / Premium payable to the said Condominium for transfer of the said Property in favour of the Purchasers shall be paid by the Vendor and Purchasers **in equal proportion.**
14. The Stamp duty and Registration charges on these presents and all incidental documents to be **executed** hereof shall be borne by the Purchasers alone.
15. The Vendor agrees and undertakes to accompany the Purchasers to the office of Sub-Registrar of Assurances to admit the execution of these presents and/or any other document to complete the necessary formalities for registration of the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of freehold land or ground admeasuring 781.78 Square meters or thereabouts bearing Final Plot No.150 of TPS III of Bandra situated at 29th Road, Bandra (West), Mumbai - 400 050 (*hereinafter referred to as the "said Plot"*) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S No.F/683 of Village Bandra, Taluka Andheri and assessed by the Assessor and Collector of Municipal Rates and Taxes under H- Ward (W). and bounded as follows :-

On or towards the North : by Final Plot No.151

On or towards the East : by 29th Road

On or towards the West : by Final Plot No.162

On or towards the South : by 24th Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Premises)

- i) Flat (Apartment/Family Unit) No. 601 on the 6th Floor admeasuring 137.58 Sq. mtrs carpet area on the constructed Property bearing Final Plot No. 150 bearing C.T.S No.F/683 of TPS III, situate, lying and being at Junction of 24th and 29th Road, Bandra (West), Mumbai - 400 050, which property is described in the First Schedule hereinabove written
- ii) 9% of undivided share in the common areas and facilities appurtenant to the said Building and Property;
- iii) 9%, proportionate representation for voting rights in respect of the said Apartment in the said Condominium;

- iv) exclusive right to two car parkings i.e. 601A and 601C in the compound of the said building and 601B in the basement of the said building **“SATGURU SHARAN”**.

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... 601B in the
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IN WITNESS WHEREOF the parties have set and subscribed their respective hands on these presents on the day and year hereinabove written.

SIGNED AND DELIVERED)
by the withinnamed "VENDOR")
SHRI. SHARAN MOHAN BABANI)
in the presence of

1) _____

2) _____

SIGNED AND DELIVERED)
by the withinnamed "PURCHASERS")
(1) MR. AARON MARTIN D'ABREO)
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(2) MR. ZANE AARON DABREO)
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(3) MRS. NIKITA SHARMA DABREO)

RECEIPT

Received of and from the within named Purchasers, (1) MR. AARON MARTIN D'ABREO (2) MR. ZANE AARON DABREO and (3) MRS. NIKITA SHARMA DABREO a sum of Rs. _____/- (Rupees _____ Only) as per details given below, being the part consideration receivable by the Vendor towards sale and transfer of said Property, more particularly described in the Schedule written hereunder, as within mentioned :

DETAILS OF PAYMENT

Sr. No.	Cheque / Pay Order / Demand Draft No. & Date	In favour of	Bank & Branch	Amount (Rs.)
01				
02				
03				
03	TDS deducted as per Section 194IA of the Income Tax Act			
03	TDS deducted as per Section 194IA of the Income Tax Act			
03	TDS deducted as per Section 194IA of the Income Tax Act			
:: Total ::				

I SAY RECEIVED

Draft for approval dated 26-10-2023

SHRI. SHARAN MOHAN BABANI
The Vendor

WITNESSES:

1.

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