DRAFT AGREEMENT FOR SALE

 **THIS AGREEMENT** is made at Mumbai this day of February Two Thousand and Twenty Four, **BETWEEN MR. ABHASH OMSHARAN SHARMA** Aged years, Indian Inhabitant, holding PAN No: AVNPS5030N and Aadhar Card No. 613793639419, **AND MRS. YUKTI SHARMA.** Aged years, Indian Inhabitant, holding PAN No: AHCPB5581E and Aadhar Card No.518329842138 **both** residing at………….., “**THE TRANSFERORS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and including their legal heirs, executors, administrators, assigns) of the One Part;

**AND**

 **MR. NAVIN SUNDAR SHETTY,** Aged years, Indian Inhabitant, holding PAN No: AMFPS8265E and Aadhar Card No.210062239957, residing at ,……………………., **MRS. SHOBHA SHETTY** Aged years, Indian Inhabitant, holding PAN No. BAFPS6203M and Aadhar Card No. 616059266944, residing at ,……………………., hereinafter called “**THE TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and including their legal heirs, executors, administrators and permitted assigns) of the Other Part.

 **WHEREAS** originally by Agreement for Sale dated 31st March 2021 M/s Westin Developers Pvt ltd as the Developer transferred and conveyed the right, title and interest in respect of the Flat No. 1301, on 13th floor, area admeasuring about 60.38 sq. mts. carpet area as per RERA along with 1 car parking situated at WESTIN JOANITA., situated at PLOT NO. 4, City Survey No. 436/3 at Village Ambivali, Taluka Andheri, Andheri (West), Mumbai 400 058 in the Registration District and Sub- District of Mumbai City and Mumbai Suburban (hereinafter referred to as said flat) in favour of the Transferors herein as the Purchasers therein for the price and on the terms and conditions mentioned therein. The said Agreement is duly registered with the office of the sub registrar of Assurance at Mumbai under serial No. Andheri-4/3725/2021.

**AND WHEREAS** the society namely Westin Joanita Co-Operative Housing Society Ltd., has been formed as the same is registered under the provisions of Maharashtra Co-operative Societies Act 1960 under registration No. MUM / WKW / HSG / TC / 16383 / 2022-2023 /YEAR 2022 (hereinafter referred to as the said society). That the said society issued Share Certificate bearing No. 25 (Hereinafter referred to as the said Share certificate) in favour of the Transferors herein bearing distinctive nos. 241 to 250 (hereinafter referred to as the said Shares).

 **AND WHEREAS** Transferors herein are seized and possessed of or otherwise well and sufficiently entitled to the said Flat along with said Shares and thereforethe Transferors are entitled to sell, transfer, convey and assign all his right, title and beneficial interest in the said Flat of the said Society and also the said shares in favour of the Transferees.

 **AND WHEREAS** the Transferees has agreed to purchase and acquire from the Transferors all the right, title and interest of the Transferors in the said residential Flat free from all encumbrances and reasonable doubts, which the Transferors has agreed to do upon the terms and conditions recorded hereinafter;

 **NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows: —

1. That the Transferors hereby agrees to sell, transfer, convey and assign his right, title and interest in the said Flat No. 1301, on 13th floor, area admeasuring about 60.38 sq. mts. carpet area as per RERA along with 1 car parking situated at WESTIN JOANITA., situated at PLOT NO. 4, City Survey No. 436/3 at Village Ambivali, Taluka Andheri, Andheri (West), Mumbai 400 058 in the Registration District and Sub- District of Mumbai City and Mumbai Suburban together with all his right, title and beneficial interest to the Transferees as also all the benefits directly and/or indirectly attached to the said Flat and the shares, free from all encumbrances and reasonable doubts. That the Transferees to purchase the said flat for the total consideration of Rs. 1,60,00,000/- (Rupees One crore Sixty lacs only) and the Transferees have paid the said amount to the Transferors in the following manner: -
2. Rs. 5,00,000/ ( provide details)
3. Rs. 83,40,000/- before registration of agreement.
4. It is agreed by and between the parties that the Transferees shall pay a sum of Rs 1,60,000/- (Rupees One lacs sixty thousand only) towards 1% payment of TDS on sale of property on behalf of transferors and the same is to be deducted from the total consideration price of Rs. 1,60,00,000/- (Rupees One crore Sixty lacs Only) and TDS Certificate shall be handed over to Transferors within one month from the date of registration of the present Agreement, as per the prevailing Income Tax Act and Rules.
5. That the balance consideration of Rs. 70,00,000/- (Rupees Seventy lacs only) shall be paid on or before 45 days from the date of execution of the present Agreement by Applying for loan with the financial institutes/bank.
6. That the Transferors shall deliver the vacant and peaceful possession of the said Flat to the Transferees along with Fixtures and furniture which are attached to the wall on receipt of the full and final payment in respect of the abovementioned Total Sale consideration. That Transferors shall hand over Original Share Certificate and other relevant original title documents to the Transferees at the time of execution of the present Agreement.
7. The Transferors has obtained No Objection Letter from the said Society *inter alia* to the effect that the Society has no objection to the Transferees being admitted as member of the said Society and for the transfer of the said shares by the Transferors in favour of the Transferees and all incidental rights as such shareholder including transfer of the Flat and allotment thereof to the name of the Transferees in the records of the said Society. The Transferors at the time of completion of the sale as provided under this agreement shall apply to the said Society for transfer of the said Flat and the said shares along with the required documents to the name of the Transferee.
8. That (a) the Transferors shall by an appropriate writing resign as the member of the said Society and request the said Society to admit the Transferees as member of the said Society in place of the Transferors (b) the Transferees shall apply to the said Society to become member of the said Society (c) the Transferors and the Transferees duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said shares from the names of the Transferors to the names of the Transferees.
9. The Transferors doth hereby covenant with the Transferees as follows:—

a) That the Transferors has duly paid and discharged in full all the dues and liabilities in respect of the Flat including the Municipal outgoing, taxes, rates, maintenance charges etc. payable to the said Society upto the date hereof and shall pay all the dues till date;

b) That the Transferors are the absolute owners and beneficiary of the Flat duly standing in the name of the Transferors in the books and all other records of the said Society and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the Flat along with the parking space if any and except the Transferors no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said Flat;

c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferors or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Transferor, the Transferors has full power and absolute authority in his own right to transfer the said Flat and to relinquish and transfer all their rights, title and interest therein in favour of the Transferees.

d) That neither the Transferors nor any one on his behalf has committed or omitted any act, deed, matter or thing whereby their holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the Said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and his other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;

e) That the Transferors has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the Said Flat and no other person or party have any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all **encumbrances save and except Housing Loan of Transferors with Kotak Mahindra Bank by way of Mortgage and there is no pending litigation of any kind** whatsoever and further that the Transferors shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the Said Flat; **That the Transferors shall undertake to clear the said loan from the Sale consideration received by the Transferors.**

f) That the Transferees shall on completion of the said sale transaction peaceably and quietly be entitled to hold and own the Said Flat and the said shares and all incidental thereto including the right to enter upon and remain in occupation and enjoyment of the Said Flat or any part thereof in the Transferees own right without any interference, disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferors ;

g) That the Transferors have duly complied with, observed performed with all the Rules, Regulations and Bye-Laws of the said Society and that the Transferors have neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Society nor are there any actions or proceedings pending against the Transferors instituted by the said Society or any member of the said society in respect of the Said Flat including any notice or action for expulsion or termination of the Transferors as the member of the said society;

h) That the Transferors have not received any notice for acquisition or requisition of the Said flat and/or the said shares; and

i) That the Transferors herein hereby indemnify and keep indemnified the Transferees against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the Said Flat and/or the said shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of the Agreement, covenants and provisions.

7. The Transferors shall bear and pay all outgoing in respect of the Said Flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said society till the date of completion and the Transferees shall bear and pay all such outgoings, dues and charges to the said society from the date of completion of sale and receiving possession of the said Flat.

8. The Transferors shall also transfer in favour of the Transferees the amounts standing to his credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferors shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said society.

9. The Transferees hereby agree and covenant to become members of the said society and to abide by and observe and perform all the rules and regulations and bye-laws of the said Society from time to time in force.

10. The Transferors shall sign and execute in favour of the Transferees necessary applications, forms, deeds and other documents or writings as may be reasonably required by the society for transfer of the said shares and the Said Flat and right to possess, use, occupy and enjoy the Said Flat in favour of the Transferees and for implementing the terms of this Agreement.

11. The stamp duty and registration charges shall be borne and paid by the Transferees only.

12. The Transfer Fee for the Membership of the said Society and for transfer of the said Flat shall be paid by Transferors and Transferees in equal proportion.

 **SCHEDULE ABOVE REFERRED TO**:

All that piece and parcel of Flat No. 1301, on 13th floor, area admeasuring about 60.38 sq. mts. carpet area as per RERA along with 1 car parking situated at WESTIN JOANITA., situated at PLOT NO. 4, City Survey No. 436/3 at Village Ambivali, Taluka Andheri, Andheri (West), Mumbai 400 058 in the Registration District and Sub- District of Mumbai City and Mumbai Suburban. The Building is constructed in the year …………….consisting of Ground + ………..floors with lift facility.

IN WITNESS WHEREOF the Transferors and the Transferees have set and subscribed their respective hands, the day and year find hereinabove written.

**SIGNED AND DELIVERED by )**

**the within named )**

**MR. ABHASH OMSHARAN SHARMA )**

PAN No: AVNPS5030N **)**

Aadhar Card No. 613793639419 **)**

**MRS. YUKTI SHARMA. )**

PAN No: AHCPB5581E **)**

Aadhar Card No.518329842138 **)**

**The TRANSFERORS above named, )**

**SIGNED AND DELIVERED by )**

**the within named )**

**MR. NAVIN SUNDAR SHETTY, )**

PAN No: AMFPS8265E **)**

Aadhar Card No.210062239957 **)**

**MRS. SHOBHA SHETTY )**

PAN No. BAFPS6203M **)**

Aadhar Card No. 616059266944 **)**

**the TRANSFEREES above named, )**

in the presence of )

1.

2.