

.....

AGREEMENT FOR SALE

.....

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____ in the Christian Year Two Thousand and Twenty Four.

BETWEEN

(1) MRS. MEENAKSHI R. SHARMA., (2) MR. RAJKUMAR SHARMA, all Mumbai, Indian Inhabitants and having address at Flat No.801, 8th Floor, Pali Vastu Building, Aerial View C.H.S., (Prop), Opp. Freda Beauty Parlour, Palli Hill Road, Bandra – (West), Mumbai – 400 050, hereinafter

for brevity's sake referred to and called as "the VENDORS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

(1) MR. RANJAT RANA, Inhabitant of NEW ZEALAND having Permanent Resident Visa bearing number – "1433569", and Indian Passport bearing No. – R5397057, having address at _____ hereinafter for brevity's sake referred to and called as "the PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

WHEREAS the Vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to known as Flat No. 402, admeasuring 2109 sq.ft.m, (196.00 Sq. Mtrs.) (as per agreement dated – 14.12.2011) plus 741 sq. ft additional area after the amended plan) total aggregating to 2850 sq. ft (264.86 sq. mtrs) usable carpet area on 04th Floor, along with One Podium Car Parking & One Stackable Car parking consisting of two car parks in building known as "Shikhar", constructed on Plot No. 1 to 180, Survey no. 41(pt), & City Surevy No. 1 (Part), situate, lying and being in Oshiwara, Jogeshwari (West), in the Registration Distrcit & Sub District of Andheri & Bombay City & Bombay Sub-urban. "The Said Premises". which property is more particularly described in the FIRST SCHEDULE hereunder written. Hereto annexed and marked as ANNEXURE - I is a copy of the Agreement for Sale of the said property in favour of the Vendors, ANNEXURE – II is the copy of the supplementary agreement for sale, ANNEXURE – III is a copy of property register Card of the said Property, ANNEXURE - IV is a copy of Survey

Plan of the said property and ANNEXURE - V is a copy of Property Tax Assessment Bill of the said property;

AND WHEREAS by agreement for sale dated 14th December 2011, made and entered between, M/s. ORBIT VENTURES DEVELOPERS., being Promoter/ Developer of the First Part & (1) MRS. MEENAKSHI R. SHARMA., (2) MR. RAJKUMAR SHARMA, being the purchasers of the other part., also after the amendment of plan an additional area , on 23rd June 2022 a supplementary agreement for sale was made & entered between , M/s. ORBIT VENTURES DEVELOPERS., being Promoter/ Developer of the First Part & (1) MRS. MEENAKSHI R. SHARMA., (2) MR. RAJKUMAR SHARMA, therefore the purchasers have purchased and acquired the said premises and paid the proper consideration therefore and took the possession of the said flat

AND WHEREAS the Vendors being the owners of the said premises have considered the request of the Purchasers and have agreed to sell, transfer and convey the Said Premises to the Purchasers on what is popularly known as ownership basis.

AND WHEREAS the Parties are desirous of reducing the terms and conditions and the consideration fixed for the said transaction in writing as hereinafter recorded.

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

1. The recitals shall form an integral part of these presents.
2. The representations and declarations of the Purchasers are as under:

(a) The Purchasers hereby confirm, agree and undertake that they shall use the said Premises and enjoy the same in compliance and conformity with the norms of MCGM, MHADA and/or any other statutory authority and shall not take any steps so as to jeopardize and endanger the rights of the Vendors and other tenants / occupants in respect of the said Property described in the First Schedule hereunder written.

(b) The Purchasers hereby agree and confirm that they shall have no right, title or interest in the land on which the building is standing of the said building and their rights of ownership shall stand confined only in respect of the said premises being the said Premises.

3. In pursuance of the aforesaid declarations and representations of the Purchasers, the Vendors hereby sell and the Purchasers hereby purchase the said Premises more particularly described in the Second Schedule hereunder written from the Vendors for a lump sum consideration of Rs. 15,35,00,000/- (Rupees Fifteen Crores Thirty Five Lakhs) paid by the Purchasers to the Vendors In the manner following:-

(i) Rs. _____ /- (Rupees _____ only) paid by the Purchasers to the Vendor vide cheque dated _____ bearing No. _____ on _____ Bank, _____ Branch;

(ii) Rs. _____ /- (Rupees _____ only) paid by the Purchasers to the Vendor vide cheque dated _____

- bearing No. _____ on _____ Bank,
_____ Branch;
- (iii) Rs. _____ /- (Rupees _____ only) paid by the Purchasers to the Vendor vide cheque dated _____ bearing No. _____ on _____ Bank, _____ Branch;
- (iv) Rs. _____ /- (Rupees _____ Only) paid by the Purchasers to the Income Tax Authority under the provisions of Section 194-IA of the Income Tax Act 1961 under which the Purchasers are required to deduct income tax at source at the rate of 1% of the consideration amount and deposit such tax deducted at source (TDS) with the Income Tax Authority. The Purchasers shall furnish to the Vendors the Form 26AS or the Challan submitted by the Purchasers with the Income Tax Authorities acknowledging payment of the said amount of Rs. _____ /- towards tax.

4. It is understood that on full and final and realization of the aforesaid cheques, the title of the said premises would be automatically transferred in the name of the Purchasers herein and that this document would be considered as a conveyance of the said premises in favour of the Purchasers herein.
5. On execution hereof the Vendors sell, transfer, convey and assign the said Premises more particularly mentioned in the second Schedule hereunder written to the Purchasers free from all encumbrances, liens, charges, demands, mortgages and free from all reasonable doubts and as incidental thereto all and singular the beneficial rights, title, interest and in respect of the said Premises of the Vendors.

6. On execution hereof the Purchasers will become absolute Owners of the said Premises and have acquired all right, title and interest in the said Premises and Vendors shall cease to have any right, title or interest in the said Premises.

7. On execution of these present the Purchasers will be fully entitled to quietly and peaceful enjoy, hold, use and occupy the said Premises as the true, lawful and absolute Owners of the said Premises and to the use and benefit of the Purchasers without any hindrance, lien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Vendors or any person or persons claiming through, under or in trust for the Vendors.

8. The Vendors declare that they have not received any notice for acquisition or requisition in respect of the said Premises.

9. That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Vendors or any person or persons lawfully or equitably claiming by, form, through, or in trust for the Vendor, the Vendors declare that they have full power and absolute authority in their own right to sell, transfer and relinquish all their rights, title and interest in the said Premises in favour of the Purchasers and neither Vendors nor any one on their behalf has committed, omitted done or suffered anything by virtue of which the Vendors right in the said Premises and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Premises and other rights and benefits in respect thereof may become or may be prejudicially are affected or encumbered in any manner and except the Vendors 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, inheritance, assignment or otherwise and the Vendors have not created any charge or encumbrances of whatsoever nature in respect of the said Premises nor the same is attached in execution of any decree nor the Vendors have created any tenancy or leave and license or any right in favour of any one in respect of the said Premises.

10. The Purchasers hereby declare that they have examined the title of the Vendors to the said Premises and have satisfied themselves that the same is clear, marketable and free from any encumbrances. The Purchasers shall hereafter not raise any requisitions in respect of the title of the Vendors to the said Premises.
11. The Vendors doth hereby covenant with the Purchasers that they will from time to time and at all times at the request and costs of the Purchasers do execute or caused to be done and executed all acts, deeds, matters, things, documents and writings whatsoever for better and further more perfectly and absolutely getting the said Premises and every part thereof transferred in favour of Purchasers or their nominee or nominees.
12. The Vendors do hereby declare that the said Premises mentioned above is not subject matter of dispute either in any Court or outside Court in any manner whatsoever.
13. The Vendors hereby declare that they are exclusive and absolute Owners of the said Premises and are absolutely entitled to the same and to all incidental rights thereto and to the exclusive right to the use, enjoyment and occupation of the said Premises and no one other than them has any right, title, interest, claim or demand

of any nature whatsoever in the said Premises and they have not created any third party right in respect of the said Premises in any manner whatsoever and on relying upon the aforesaid representation, statements, covenants and assurances of the Vendors, the Purchasers have purchased the said Premises.

14. The Vendors have represented and assured to the Purchasers that their title to the said Premises is free from all encumbrances and claims and reasonable doubts of whatsoever nature.
15. The Purchasers shall after execution of these presents, be entitled to take necessary steps and shall get mutate their names in the property register records maintained by the Land Revenue Department and Assessment Records maintained by the MCGM. The Vendors will co-operate with the Purchasers by signing any declaration / documents / affidavits that may be required for the said purpose.
16. By this Agreement for Sale the Vendors assigns all their right, title and interest in respect of the said Premises acquired by them under the aforesaid conveyance deed.
17. Upon execution of these presents, the Purchasers shall be entitled to freely deal with the said Premises in the manner in which they desire for carrying out their business activities without any recourse to the Vendors. However, such rights shall be exercised by the Purchasers in conformity with the norms, laws, rules etc. of the MCGM, MHADA and/or other statutory authorities as may be required. It is agreed and understood that the Purchasers shall be entitled to make such necessary applications to MCGM, MHADA and/or any other statutory authorities to get issued in their favour separate bills in respect of the said Premises in proportion of the

area in their possession in respect of the property taxes, water taxes, repair cess etc. and from the date of execution hereof the Purchasers shall be liable to pay and bear such proportionate taxes and/or cess as may be payable to MCGM, MHADA and/or other statutory authorities in respect of the said Premises. The Vendors shall execute such other and further necessary documents as required by the concerned authorities for issuing separate bills. The Purchasers shall pay their share of property taxes applicable on the said premises according to the Assessment and Collection Department of MCGM to the Vendors by cheque thereby discharging their liability.

18. It is expressly agreed and understood that as far as the land, and the other premises on the ground floor in the building are concerned, the liability to pay the land revenue property taxes, water taxes, repair cess etc. to MCGM, MHADA and/or any other statutory authorities shall be that of the owners / occupants occupying the said building on the said floor and the Purchasers shall not be liable to bear any of such land revenue property taxes, water taxes, repair cess etc.
19. The Purchasers shall have no claim or any right, title or interest in respect of either the land or any part of the said building other than the said premises sold hereunder.
20. The Vendors have put in possession of the said premises on "as is where is" and "as is what is basis". The purchasers hereby expressly agree and undertake that they shall carry out any repairs / renovations to the said Premises strictly in terms of the norms of MCGM, MHADA and/or any other statutory authority after obtaining requisite approvals / permissions from such statutory

authority at their own costs and expenses. The Purchasers hereby expressly agree and undertake that they shall hereinafter not carry out any repairs / renovations to the said Premises which either jeopardize or endanger the said building or the other floors of the said building or create any nuisance for the other owners / tenants / occupants of the other floors of the said building whilst carrying out such repairs / renovations. The Vendors shall not be liable for any violation of norms of any statutory authority that may take place due to any work carried out by the Purchasers in the said Premises and the Purchasers hereby indemnify and shall continue to indemnify the Vendors from any suit, action, legal proceedings etc. that may be initiated by any statutory authority for violation of any norms whilst carrying out repairs / renovations to the said Premises hereinafter.

21. It is further agreed and understood by the Purchasers that they shall be liable to any damage that may be caused either to the said building or any of the premises on the ground, second or third floor of the said building during the course of any repairs / renovations that they may carry out to the said Premises and they shall keep the Vendors indemnified for any action that any other owners / tenants may initiate against the Vendors in respect of such repairs / renovations. However such liability shall be limited to reinstating the damaged portion to its original position.

22. **Notices:**

All notices and other communications in respect of this Agreement shall be given in English by registered mail, postage prepaid or by hand delivery to the party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose.

VENDORS: Flat No.801, 8th Floor, Pali Vastu Building,
Aerial View C.H.S., (Prop), Opp. Freda Beauty
Parlour,
Palli Hill Road, Bandra – (West), Mumbai – 400 050.

PURCHASERS : _____

23. **Dispute Resolution:**
Any dispute that may arise between the Parties hereto, that cannot be settled between the Parties themselves, shall be subject to the Courts of appropriate jurisdiction.
24. It is agreed and understood that the Stamp Duty and registration charges in respect of this document shall be borne and paid exclusively by the Purchasers and no liability on such account shall arise against the Vendors.
25. The Vendors are hereby granting their consent and N.O.C. for separate bill to be issued for assessment of property tax by M.C.G.M.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground situate, admeasuring about 7995.46 sq. meters bearing survey No. 41 (Pt) and City survey no. 01 (Part) and land admeasuring 768.37 sq. meters bearing plot number 01 of Code number 002 in MHADA layout bearing survey number 41 (Part) and CTS no. 01 (Part) aggregating to 8763.83 sq. meters or thereabouts both situated, lying and being at Oshiwara Jogeshwari West in the Registration district of Andheri and Bombay City and Bombay Suburban and bounded as under

On or towards West : Plot No.R-7;
On or towards East : Shiv Shivam Building (part);
On or towards North : D P Road.
On or towards South : Plot No. R-5

THE SECOND SCHEDULE ABOVE REFERRED TO:

A premises bearing No. 402, admeasuring 2109 sq. ft. (as per agreement dated 14.12.2011) + 741 sq. ft. (Additional area after amended plan as per supplementary agreement dated – 23.06.2022) total aggregating to 2850 sq. ft (264.86 sq. mtrs) usable carpet area on 04th Floor, along with One Podium Car Parking & One Stackable Car parking consisting of two car parks in building known as “SHIKHAR” constructed on property more particularly described in the First Schedule hereinabove referred to:-

In witness whereof

SIGNED AND DELIVERED by)
the withinnamed "VENDORS")
(1) MRS. MEENAKSHI R. SHARMA.,)
(2) MR. RAJKUMAR SHARMA,)

in the presence of)

1.

2.

SIGNED AND DELIVERED by)
the withinnamed "PURCHASERS",)
(1) Mr. RANJAT RANA)

in the presence of)

1.

2.

Dated this __ day of _____ 2024

BETWEEN

MRS. MEENAKSHI R. SHARMA &
ORS. ...VENDORS

AND

MR. RANJAT RANA. ..PURCHASERS

AGREEMENT FOR SALE
