

DRAFT AGREEMENT

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AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at Mumbai, on this ____ day of JUNE, 2024.

BETWEEN

MR. AMAN PANT aged 35 Years AND **MS. DEEPTI SHARMA** aged 34 Years, adults, Indian Inhabitants, presently having address at Flat No. D/616, 6th Floor, Building No. 3, VEENA Co-Operative Housing Society Ltd, Sejal Park, Off 120 ft. Link Road, Goregaon West, Mumbai – 400 104, hereinafter referred to as the '**SELLERS**' (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART;

A-N-D

MR. PREM RAMESH BAROT aged 47 years adult, Indian Inhabitant having address at Flat No. C/1411, 4th Floor, SHREE PRABHA Co-operative Housing Society Ltd., Sejal Park, 120 Ft. Link Road, Near Goregaon Bus Depot, Goregaon (West), Mumbai – 400 104, hereinafter 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:

- i. M/s. Shree Sejal Construction Pvt. Ltd; a firm of developers/ Builders, having its registered office at 30, C.P. Tank Road, 1st Floor, Mumbai – 400 004, developed all that piece and parcel of plot of Land bearing Survey No. 161 (part), C.T.S. No. 1073, 1074, being lying and situated at Sejal Park, 120 Ft. Link Road, Goregaon (West), Mumbai - 400 104, (hereinafter referred to as 'said Plot') and constructed a building thereon known and named as 'VEENA APARTMENTS' as per plans sanctioned by Municipal Corporation of Greater Mumbai and as per development rules prevailing at the relevant time.

- ii. Originally Vide an Agreement dated 13-09-1993, MR. ASHOK VAIDNATH THAKUR, herein Purchased and acquired, from the said Developers / Builders, on Ownership Basic residential Flat, Flat No. D/616 , 6th Floor, Building No. 3, VEENA Co-Operative Housing Society Ltd, Sejal Park, Off 120 ft. Link Road, Goregaon West, Mumbai – 400 104, for valid consideration and upon the terms and conditions as contained there under (hereinafter referred to as the 'Said Flat')
- iii. The Said MR. ASHOK VAIDNATH THAKUR herein, in terms of the above said Agreement have since paid the full and entire consideration thereof from his own fund to the above said Developers / Builders and have obtained the requisite receipts thereof from the said Developers / Builders.
- iv. The various Flat owners in the said 'VEENA APARTMENTS' Building formed a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 in the name and style as the VEENA Co-operative Housing Society Ltd., registered with the Dy Registrar of Co-operative Societies at Mumbai, under Registration No. (MUM / W-P / HSG / TC / 10347 – 99 – 2000), (hereinafter referred to as the 'SAID SOCIETY').
- v. The Said MR. ASHOK VAIDNATH THAKUR herein has been admitted as the member of the said Society and they have been allotted five fully paid-up shares of Rs.50/- each bearing distinctive Nos. from **576 To 580** issued under Share Certificate No. **116**, by the said Society (the aforesaid Shares are hereinafter referred to as the 'said shares').
- vi. Subsequently vide an agreement for sale dated 09-02-2000, the said original allottee MR. ASHOK VAIDNATH THAKUR, transferred his right, title and interest in the said flat to MR. KETAN CHANDRAKANT DOSHI AND (2) MRS. PARUL KETAN DOSHI, also for the valuable consideration and on the terms and conditions contained therein and the abovesaid society as per it's AGM Meeting held on 17.12.2000, had transferred the said flat and also endorsed the share certificate accordingly to their names.

- vii. Thereafter further vide an agreement for sale dated 28-02-2003, vide registration no. BDR2-01723-2003 dated 15/03/2003 the said MR. KETAN CHANDRAKANT DOSHI AND (2) MRS. PARUL KETAN DOSHI, transferred their right, title and interest in the said flat to MR. ABHIJITH PADMAN AND MRS. SUDHA ABHIJITH, also for the valuable consideration and on the terms and conditions contained therein and the abovesaid society as per it's AGM Meeting held on 03.08.2003, had transferred the said flat and also endorsed the share certificate accordingly to their names.
- viii. Thereafter further vide an agreement for sale dated 21-01-2006, vide registration no. BDR2-00503-2006 dated 21/01/2006 the said MR. ABHIJITH PADMAN AND MRS. SUDHA ABHIJITH, transferred their right, title and interest in the said flat to MR. PRAKASH RAJU SHETTY AND MRS. VIDYA PRAKASH SHETTY, also for the valuable consideration and on the terms and conditions contained therein and the abovesaid society as per it's AGM Meeting held on 29-06-2008, had transferred the said flat and also endorsed the share certificate accordingly to their names.
- ix. Thereafter further vide an agreement for sale dated 14-07-2009, vide registration no. BDR2-05687-2009 dated 14/07/2009 the said MR. PRAKASH RAJU SHETTY AND MRS. VIDYA PRAKASH SHETTY, transferred their right, title and interest in the said flat to MR. YOGESH GULRAJ MEHTA AND MRS. REKHA YOGESH MEHTA, also for the valuable consideration and on the terms and conditions contained therein.
- x. Thereafter further vide an Agreement for sale dated 05-05-2018, vide registration no. BRL1-5199-2018 dated 05/05/2018 the said MR. YOGESH GULRAJ MEHTA AND MRS. REKHA YOGESH MEHTA transferred their rights, titles and interests in the said flat to the present 'SELLERS' herein, also for the valuable consideration and on the terms and conditions contained therein.
- xi. The SELLERS have represented to the PURCHASER that they have complied with all the bye-laws of the abovesaid Society from time to time during their occupation of the said flat and has also paid the requisite Society dues as per it's bills and thus they are the bonafide members of the above said Society and the said flat is free from all encumbrances and nothing is remaining due and payable to the society and/ or the Government or Semi Government body or Authority.

- xii. The SELLERS have further represented to the PURCHASER that they have been holding the abovesaid Flat alongwith the five shares as stated hereinabove and being the member of the said Society, and they are desirous of disposing off their right, title and interest in the said Flat together with all security deposits, share capital , sinking and repair funds and other amounts to which the SELLERS are legitimately entitled in respect of the membership of the Society including the electricity meter / gas meter and deposit thereof of the said flat alongwith the five shares of the said Society and the PURCHASER herein, has agreed to acquire all the right, title and interest of the SELLERS in the said Flat alongwith abovesaid deposits, five shares, issued to them and the membership of the said Society on the following terms and condition:

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

1. The SELLERS hereby sell transfer and assign all their right, title, and interest in the said Flat being flat no. D/616, on the 6th Floor, Building No.3 of the said Society viz. VEENA CO-OPERATIVE HOUSING SOCIETY LTD., and the PURCHASER herein agreed to acquire all their right, title and interest in the said Flat, five shares and the membership of the said Society.

2. The Sellers hereby transfer all their right, title and interest in the above flat along with the five shares and the membership of the said Society for the total consideration of **Rs.1,14,00,000/- (Rupees : One Crore Fourteen Lakhs Only)** and the Purchaser has agreed to acquire the same on the payment of **Rs.1,14,00,000/- (Rupees : One Crore Fourteen Lakhs Only)** being the total consideration inclusive of everything in lump -sum, out of which a sum of **Rs.33,00,000/- (Rupees : Thirty Three Lakhs Only)** has been paid by the purchaser to the Sellers on or the before execution of this Agreement and the balance sum of **Rs.81,00,000/- (Rupees : Eighty One Lakhs Only)** will be paid by the purchaser to the Sellers on or before _____, against the possession of the said flat. The Purchaser shall deduct TDS at the rate of 1%

(One Percent) on the total consideration amount of **Rs.1,14,00,000/- (Rupees : One Crore Fourteen Lakhs Only)** which amounts to Rs.1,14,000/- (Rupees : One Lakh Fourteen Thousand Only) The said TDS amount shall be deducted as per the provisions of Section 194-1A of the Income Tax Act, 1961, and Purchaser shall deposit the deducted TDS amount in Government Treasury / Account and thereafter issue TDS Certificate in original in the name of Sellers within one week from the date of the registration of the said Flat. The Sellers doth hereby admits and acknowledges the receipt of the said part consideration hereunder and hereby acquits, releases and discharges the Purchaser from the payment of such part consideration.

3. The SELLERS hereby declare that the said Flat is free from all encumbrances, claims and demands whatsoever and that they are fully entitled to deal with or dispose off the same and undertake to keep the PURCHASER indemnified in this behalf. The SELLERS also agree to sign and execute all such transfer forms, papers and documents as may be necessary in favour of the PURCHASER and will put PURCHASER in quiet, Vacant and peaceful possession of the said Flat on receipt of the balance full and final consideration mentioned hereinabove.
4. The SELLERS will deliver to the PURCHASER the vacant and peaceful possession of the said Flat alongwith the permanent fixtures and fitting on completion of the sale i.e. on receipt of the balance full and final consideration mentioned hereinabove and the PURCHASER will confirm having received the possession of the said flat from the SELLERS herein on payment of the balance full and final consideration.
5. The SELLERS have paid and agree to pay and clear off the dues payable to the Society by way of Municipal Taxes and other dues/outgoing relating to the said Flat upto the date of handing over the possession to the PURCHASER as per the Society 's latest bills or any other dues and will also pay and clear the Mahanagar gas / electricity bills in respect of the said flat and hereby agree to keep the PURCHASER indemnified against any claim that may be made by the said Society or anyone else in respect of the said Flat for the above period at a later date.

6. The PURCHASER hereby agrees to pay all the dues payable by way of Municipal Taxes and other dues/outgoings in relation to said flat from the date of taking over the possession of the said Flat and hereby declares and confirms that they will abide by the by-laws of the said Society, without any reservation whatsoever.
7. The SELLERS hereby declare and confirm that the said Flat absolutely belongs to them and that they have not created any gift, pledge, lease, loan, mortgage, charge, lien or encumbrances on the said Flat or the five shares 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 in any Court of Law, Taxing Authority or with Municipality or Society authority. The SELLERS further undertakes to indemnify the PURCHASER against any such claim laid by anyone at a later date.
8. The SELLERS subject to the abovesaid balance full and final payment of consideration, hereby release, relinquish, gives up and surrender all their rights, title and interest in the membership of the said Society, the Share Certificate and the said Flat in favour of the PURCHASER forever.
9. The SELLERS will handover the Share Certificate in Original, all original chain Agreement and /or all other relevant document entered into by them with the concerned authorities, to the PURCHASER for his record on receipt of the balance full and final consideration.
10. The SELLERS will execute all the relevant papers required for the effective transfer of the said Flat on receipt of the balance full and final consideration and hereby undertakes to co-operate in future with the PURCHASER and will execute all such further papers / documents / writings whatsoever for the effective transfer of the said Flat alongwith the five shares.
11. The Society transfer charges/fees will be paid by both the parties in equal 50% share each. However the Stamp-duty and Registration charges will be borne and payable by the PURCHASER only.

12. Should there be any claim in respect of the said Flat from any person or persons or any authority pertaining to any period prior to the transfer of the said Flat in the name of the PURCHASER, the SELLERS hereby agree to indemnify the PURCHASER against such claims by settling such claims from their own funds only and taking all the legal responsibilities upon them.
13. The SELLERS hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the said Flat and the said shares have been made and/or created by the SELLERS and/or any one claiming through their prior to this day, in favour of any person or persons other than the said PURCHASER, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said Society and/or the PURCHASER.
14. Subject to provision of Clause No.2 above of this INDENTURE, the SELLERS agree to transfers the said shares and their interest in the said Flat to the PURCHASER and the PURCHASER has entitled to hold, possess, occupy and enjoy the said Flat without any interruption from the SELLERS or anyone else claiming through them. The SELLERS hereby further declare that they have full right and absolute authority to enter into this Agreement for Sale and transfer the said Flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the PURCHASER may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment possession of the PURCHASER in respect of the said flat may be disturbed and in event of it being found that the SELLERS were not entitled to enter into this Agreement for Sale and Transfer their rights sought or purported to be transferred hereby and the PURCHASER is not able to enjoy quiet and peaceful possession of the said Flat due to any such reasons the SELLERS shall be liable to compensate, indemnify and/or reimburse the PURCHASER all the loss or damage which the PURCHASER may suffer or sustain in this behalf.

15. The SELLERS subject to the payment of balance full and final amount of consideration, hereby undertake to furnish any other documents, which may be required by the PURCHASER to make the title of the said Flat complete and absolute without claiming any extra charges or compensation. The SELLERS also agree and undertake to co-operate with the PURCHASER and also to appear personally as and when required, for the Registration of this Agreement for Sale with the concerned authorities of Sub-Registrar of Assurances, of Mumbai.
18. This INDETNTURE has been executed in Mumbai, the property is situated at Mumbai, and the payments are made in Mumbai, hence it is subject to jurisdiction of Mumbai Court of Law.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :-

Flat No. D/616, on the 6th Floor, D Wing of the Building No.3 and known as 'VEENA Co-operative housing Society Ltd., alongwith five fully paid up shares of Rs. 50/- each, issued by the VEENA Co-operative Housing Society Ltd; constructed on the Plot of land bearing Old Survey No. 161 (part), C.T.S. No. 1073 and 1074, Village Pahadi Goregaon, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, P-South Ward of the Municipal Corporation of Greater Mumbai, situated at Sejal Park, Off 120 ft. Link Road, Goregaon (W), Mumbai – 400 104, admeasuring **44.76 Sq. Mtr. Built-up Area.**

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands and seal the day and year first hereinabove mentioned:

SIGNED AND DELIVERED BY THE)
Within named – **THE SELLERS**)

MR. AMAN PANT)

PAN NO. :
AADHAR NO. :

AND)

MS. DEEPTI SHARMA)

PAN NO. :
AADHAR NO. :

In the presence of :)

1) MR. JAYESH SHETTY

2) MR. PAUL TAURO

SIGNED AND DELIVERED BY THE)
Within named – **THE PURCHASER**)

MR. PREM RAMESH BAROT)

PAN NO. :
AADHAR NO. :

In the presence of :)

1) MR. JAYESH SHETTY

2) MR. PAUL TAURO

RECEIPT

RECEIVED of and from the withinnamed PURCHASER,
MR. PREM RAMESH BAROT a sum of **Rs.33,00,000/- (Rupees :
 Thirty Three Lakhs Only)** as and by way of part cost price (Consideration of the sale and transfer of Flat No. D/616, 6th Floor, Building No. 3, VEENA Co-Operative Housing Society Ltd, Sejal Park, Off 120 ft. Link Road, Goregaon (W), Mumbai - 400 104, as under :-

<u>Sr.No.</u>	<u>RTGS.No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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TOTAL	Rs. 33,00,000/-
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WE SAY RECEIVED,

MR. AMAN PANT

**MS. DEEPTI SHARMA
 (SELLERS)**

WITNESSES :

1.

2.

RECEIPT

RECEIVED on and from the within named PURCHASER, MR. PREM RAMESH BAROT a sum of Rs.81,00,000/- (Rupees : Eighty One Lakhs Only) being the Full and final payment / consideration of the sale and transfer of the Flat No. D/616 ' 6th Floor, Building No. 3, VEENA Co-Operative Housing Society Ltd, Sejal Park, Off 120 ft. Link Road, Goregaon (W), Mumbai – 400 104, as under :

<u>Sr.No</u>	<u>CHQ. RTGS No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount</u>
1.				
2.	TDS AMOUNT		Rs.1,14,000/-
				TOTAL <u>Rs.81,00,000/-</u>

WE SAY RECEIVED

MR. AMAN PANT

**MS. DEEPTI SHARMA
(SELLERS)**

WITNESSES:

- 1.
- 2.

I say that I have taken over the vacant and exclusive possession of the above said Flat, from the within named SELLERS.

**MR. PREM RAMESH BAROT
(PURCHASER)**