**AGREEMENT FOR SALE**

### THIS AGREEMENT FOR SALE (“**Agreement**”) is made and entered into at Mumbai on this **\_\_** day of **\_\_\_\_\_\_\_\_\_\_, 2024** BETWEEN **1) MRS. PALAK V. PARYANI,** aged **42** years, Pan Card No. **AJOPP9004A, 2) MR. VINAY G. PARYANI,** aged **42** Years, Pan Card No: **AAEPP6098B,** an adultsboth **NRI,** having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** through constituted Power of Attorney holder **MR. GANGADHAR K. PARYANI,** an adult aged **64** years, Pan Card No. **AGHPP1691D,** having address at 2501, Glen Ridge, Hiranandani Gardens, Powai, Mumbai – 400076.,hereinafter called “**THE SELLERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors, administrators and assigns) of the FIRST PART.

### **AND**

### **1) MR. RANTUL GUNVANTRAI MISTRY,** aged **48 years** (Aadhaar No: **6439 1237 3824)** and Pan Card No: **BAPPM6148H**),and **2) MRS. JESHMIN RANTUL MISTRY,** aged **50 years (Aadhaar No: 4912 1196 1359** and Pan Card No: **AXFPP0956Q),** both Indian Inhabitants, residing at **2B-4, Indian Airlines Staff Colony 2, Near Air India Gate 1, Santacruz (East), Kalina, Mumbai – 400029**.,hereinafter called “**THE PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS THE SELLERS HEREBY EXPRESSLY REPRESENT AND DECLARE TO THE PURCHASERS AS FOLLOWS:

1. Whereas the SELLERS are seized and possessed of or otherwise well and sufficiently entitled to **Flat No. 1004/B on the 10th Floor of “Octavius Co-operative Housing Society Limited”, situated at Hiranandani Gardens, Powai, Mumbai – 400076, Maharashtra, admeasuring about 1115 sq. ft. Built Up area along with Ground Floor Level Podium Car Parking No. 44** on the plot of land bearing CTS No. 20 (part) to 22(part), 29(part), 30 (part) as per the Schedule of Agreement dated 13/03/2006 and CTS No. 22/4 to 22/7, 23, 26, 29 (all parts) as per Occupation Certificate, lying, being and situated at Village Powai, Taluka Kurla in Mumbai Suburban District more particularly described in the Schedule here under written, (hereinafter referred to as **“the said Flat/premises”)**
2. Whereas by a Deed of Rectification Dated 19th April, 2010, which was registered on same day with Sub-Registrar of Assurances vide Sr. No. BDR7-02929-2010 between Sellers 1) **MRS. PALAK V. PARYANI & 2) MR. VINAY G. PARYANI** through constituted Power of Attorney holder **MR. GANGADHAR K. PARYANI** And **1) MRS. SHOBHA NARAYAN AND 2) MR. G. SHEKHAR.**
3. TheSellers 1) **MRS. PALAK V. PARYANI & 2) MR. VINAY G. PARYANI** through constituted Power of Attorney holder **MR. GANGADHAR K. PARYANI,** had acquired and purchase the said Flat/premises from **1) MRS. SHOBHA NARAYAN AND 2) MR. G. SHEKHAR** by an Agreement for Sale dated 13th November, 2009, which was registered on same day with the sub-registrar, Kurla, Mumbai suburban district, and bearing vide registration no. BDR7-06475/2009.
4. **1) MRS. SHOBHA NARAYAN AND 2) MR. G. SHEKHAR,** had acquired and purchased The Said Premises from **M/S. CRESCENDO ASSOCIATES**, (hereinafter referred to as “**The** **Promoters”)**, by an Agreement for Sale dated 9th November, 2006, which was registered on 1st December, 2006 with the sub-registrar, Kurla, Mumbai suburban district, and bearing vide registration no. BDR13-09729/2006.
5. Whereas various PURCHASERS of flats in the said building formed a Co-operative Housing Society namely **“OCTAVIUS” Co – Operative Housing Society Limited,** a Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **MUM/W-S/HSG/TC/9847/2008-09/ year 2009** (hereinafter referred to as the ”said Society”)and the said **1) MRS. SHOBHA NARAYAN AND 2) MR. G. SHEKHAR,** became member of the said Society and the said society issued in its favour 5 Shares of Rs.50/- each, bearing **Distinctive No. 386 to 390** vide Share Certificate No. **78** (hereinafter called **“the said Shares”**).
6. That in the flat premises aforesaid the SELLERS are legally entitled to the said Flat and the said shares together with benefits attached to it and that neither the SELLERS herein either personally or through any of their agent/s or constituted attorney has or had at any time heretofore either created or agreed to create any 3rd party rights or right, title, interests or claim whatsoever in respect of the said Flat on the said Society.
7. That the title of the SELLERS in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from any 3rd party adverse deal, arrangements, understanding, agreement, agreement for sale, agreement for lease, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and licence, charge, mortgage, or any other encumbrances on the said flat/property**.**
8. That the SELLERS is in the exclusive and absolute possession of the said Flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat with the said shares and benefits and that neither the SELLERS had till date hereof at any time either agreed to induct or inducted any 3rd party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or any manner whatsoever.
9. That the SELLERS herein has not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/ or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off against it in respect of the said Flat or in respect of the said building and the said Society to the knowledge, notice (expressed and/or implied) and/or information of the SELLERS.
10. That in the manner aforesaid the SELLERS has truly, honestly, bonafidely, and in good faith disclosed to the PURCHASERS, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the PURCHASERS in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representations and declarations made by the SELLERS to the PURCHASERS, the parties have negotiated for sale and purchase of the said flat in the said Building and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the Total Consideration price of **Rs. 4,13,62,902/- (Rupees Four Crore Thirteen Lakhs Sixty Two Thousand Nine Hundred Two Only)**, payable to the SELLERS with vacant and peaceful possession of the said Flat with said benefits being handed over to the PURCHASERS with legal right to have and call for all relevant deeds, documents, papers and writings from the SELLERS and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS the SELLERS has informed the said society under the Bye-laws to transfer the shares and interest in the capital/property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said Flat and the said Shares to the PURCHASERS.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat and the said shares in the said building on the said society with said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The SELLERS hereby declare and confirm that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The SELLERS hereby confirm that the PURCHASERS have agreed to purchase the said Flat and the said shares relying upon the correctness of the declarations and representations made by the SELLERS in these presents.
2. The SELLERS shall sell, transfer, assign and assure to the PURCHASERS and the PURCHASERS shall purchase and acquire the said Flat viz. **Flat No. 1004/B on the 10th Floor of “Octavius Co-operative Housing Society Limited”, situated at Hiranandani Gardens, Powai, Mumbai – 400076, Maharashtra, admeasuring about 1115 sq. ft. Built Up area along with Ground Floor Level Podium Car Parking No. 44** more particularly described in the schedule hereunder written free from all encumbrances at or for the price **Rs. 4,13,62,902/- (Rupees Four Crore Thirteen Lakhs Sixty Two Thousand Nine Hundred Two Only),** being full & final consideration amount to be paid by the PURCHASERS to the SELLERS in the following manner:-
	1. **Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only ), vide \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_ Bank, dated \_\_\_\_\_\_\_\_\_\_\_,** being the First Part Consideration / Token amount paid by the PURCHASERS to the SELLERS, the receipt whereof the SELLERS doth hereby admit, acknowledge and confirm at the foot of this Agreement.
	2. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only), vide \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_ Bank, dated \_\_\_\_\_\_\_\_\_\_\_,** being the Second Part Consideration amount paid by the PURCHASERS to the SELLERS, the receipt whereof the SELLERS doth hereby admit, acknowledge and confirm at the foot of this Agreement.
	3. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** **being the 1% TDS** to be **deposited by the PURCHASERS as per Section 194IA of the Income Tax Act and the PURCHASERS** will **deposit the said TDS and** handover the TDS paid certificate (FORM 16B) to the SELLERS.
	4. The balance consideration of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** towards the said Flat will be paid to the SELLERS through bank loan from any Bank/Financial Institution/Self-Funding**.** The aforesaid payment shall be paid in name of the SELLERS **within 30 days from the day of registration of this Agreement subjected to receipt of the society NOC as required in Bank’s Format,** against the vacant and peaceful possession of the said Flat, provided the SELLERS produce all the necessary title documents and NOC required by the PURCHASERS for availing housing loan.

In performing their part of the Agreement both, the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

The Transfer of possession will be subject to timely disbursement of the balance amount and handover of all property documents by the SELLER.

1. It has been expressly agreed by the parties herein, that the time should be of essence of the Agreement, as far as the payment of above given balance consideration and for handing over vacant and peaceful possession of the said Flat to the PURCHASERS with clear and marketable title free from all encumbrances**.**
2. It is agreed that the PURCHASERS herein shall be entitled to receive all other title deeds and peaceful possession of the said Flat from the SELLERS on the day of the payment of the full consideration amount as stated hereinabove.

1. If in any event the SELLERS are not able to provide the necessary documents from the Society, not able to provide transfer of the Flat or any legal documents pertaining to the sale or Society NOC for the Sale OR if Society doesn’t allow to sell/transfer the Flat in these event the SELLERS will return the entire money paid by the PURCHASERS till such date including TDS paid if any. But if the SELLERS back-off from the deal for any other reason except the above mentioned reason then the SELLERS will refund all the money paid by The PURCHASERS till date including TDS paid along with the penalty of **Additional Rs. 5,00,000 (Rupees Five Lakh Only)** in the name of PURCHASERS via demand draft payable in Mumbai within 15 days and both the parties shall sign and register the Deed of Cancellation.
2. If in any event THE PURCHASERS fails to complete this **transaction within 30 days from the day of registration of this Agreement subjected to receipt of the society NOC** for any reason whatsoever except in condition where the Bank/ Financial institutes refuses to disburse loan on condition of legal formalities not being completed from the Society or delay from the SELLERS in providing physical possession of the said property due to any commitment by the SELLERS to the 3rd party made or any 3rd party claim or dispute in the NOC from the Society or if society doesn’t allow to sell/transfer the Flat, THE SELLERS will deduct **Rs. 5,00,000 (Rupees Five Lakh Only)** and return all balance the money paid till such date. In any other case the SELLERS will return the entire money paid by the PURCHASERS till such date including TDS paid if any THE SELLERS will return the money via a demand draft / Bankers Cheque payable in Mumbai within 15 days and both the parties shall sign and register the Deed of Cancellation.
3. On receiving the balance consideration amount, the SELLERS shall surrender its right, title and interest in favour of the PURCHASERS and the PURCHASERS shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat together with the fittings, fixtures and other amenities provided by the said SELLERS and absolutely without any let or sub-let.
4. The SELLERS has obtained the necessary permission from the said society to transfer all its rights, title, claim, interest and benefits whatsoever enjoyed by the SELLERS including the shares, deposits, if any, in favour of the PURCHASERS and shall co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the SELLERS in respect of the said Flat unto the PURCHASERS for exclusive use of PURCHASERS thereof as aforesaid.
5. The SELLERS further states and declares that it has paid the full consideration in respect of the said Flat and nothing is due and payable by the SELLERS.
6. The SELLERS has not been adjudicated insolvent nor it has committed any act of insolvency nor is there any order of any Court or Authority restraining the SELLERS or creating any inability in the SELLERS from entering in to this agreement.
7. The SELLERS hereby declare that it faces no pending disputes in respect of the said Flat and that it is liable for unpaid liabilities, under any tax laws including any incidence of stamp duty, registration, municipal taxes and VAT taxes, Service Tax, Property Tax and Society Maintenance. Also, The PURCHASERS are not responsible for any pending liability of the SELLERS under any tax laws including any incidence of stamp duty, registration, municipal taxes and Income Tax, Property Tax, VAT taxes, Service taxes and society Maintenance.
8. The SELLERS hereby undertake to and agree:
* All liabilities of the SELLERS will be settled with respective parties including the Society and it will not transfer such liabilities to the PURCHASERS.
1. The SELLERS covenant with the PURCHASERS that only the SELLERS are the absolute owner of the said Flat and the said shares hereby agreed to be transferred and sold and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and it has good right, full power and absolute authority to transfer and sell the same to the PURCHASERS.
2. The SELLERS further covenant with the PURCHASERS that it has not created any charge or encumbrance of whatsoever nature on the said property on the said shares or the said Flat nor are the same or any of them the subject matter of any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and it has not created any adverse right whatsoever in favour of any of one in respect of the same.
3. The SELLERS hereby undertake to indemnify and keep indemnified the PURCHASERS against all claims, demands, proceedings, costs and expenses in connection with any liability which the PURCHASERS may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any 3rd party relating to the said Flat sustained prior to the execution of these presents.
4. The SELLERS shall hand over to the PURCHASERS all those relevant papers, documents in its possession and control relating to the said Flat immediately on receiving the balance consideration amount and shall also sign such other papers, applications, forms, and declarations as may be required by the said PURCHASERS from time to time for effectual transfer of the said Flat in the name of the PURCHASERS.
5. The SELLERS hereby declare that no one else has any right, title and interest in respect of the said Flat and the PURCHASERS shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the SELLERS or any other person lawfully or equitably claiming through, under or in trust for the SELLERS.
6. That after receiving the full and final payment as aforesaid from the PURCHASERS, neither the SELLERS nor its legal heirs, executors and administrators shall and will have any right, title, interest or claim to the said Flat.
7. The SELLERS hereby covenant with the PURCHASERS that it shall pay to the said society all its shares of taxes, maintenance, utility bills and outgoings etc. up to handing over the possession of the said Flat to the PURCHASERS.
8. The PURCHASERS shall become the members of the said society and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
9. The PURCHASERS hereby undertake to indemnify and keep indemnified the SELLERS against all claims, demands, proceedings, costs and expenses in connection with any liability which the SELLERS may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any 3rd party relating to the said Flat sustained post the execution of these presents. However, The PURCHASERS will not be responsible if such claims, demands etc. is made retrospectively.
10. It is specifically agreed by and between the parties that the transfer charges of the said society shall be borne and paid by both SELLERS & PURCHASERS in equal share i.e. 50% each.
11. The PURCHASERS shall lodge the present agreement before the concerned Registrar of Assurances and the SELLERS shall admit its signature on the said agreement before the said authority within the prescribed time limit as per law.
12. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra Land Revenue Code or under any statute restraining the SELLERS from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
13. That the SELLERS has not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
14. The SELLERS will pay all the Tax, Maintenance Charges and any other outgoings in respect of the above said flat till the time of possession handed over to the PURCHASERS.
15. It is also agreed by and between the parties that the Stamp Duty and the registration charges in respect of the present agreement shall be borne and paid by the PURCHASERS only.
16. It is Expressly and Mutually Agreed by the parties herein, that if due to Wilful Default of any of the parties herein failing to complete the Sale, then other party shall have right to take legal action under the provisions of Specific RELIEF ACT, 1963, against the defaulting party.
17. This Agreement shall always be subject to the provisions of Transfer of Property act, 1882 and this Agreement Shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act, 1963, and this Agreement shall be per the provisions of the Maharashtra Co-operative Societies Act, 1960 (as amended till date) and the rules made there under.
18. This Agreement will operate as Sale Deed upon compliance of all the terms, conditions and obligations as stipulated in this Agreement for Sale, by parties herein.
19. This Agreement for Sale have been explained to “THE SELLERS” and “THE PURCHASERS” and the rights, duties and obligations under this Agreement for Sale have also been explained and interpreted to “THE SELLERS” and “THE PURCHASERS” have signed the Agreement for Sale after reading and understanding the contents of the said Agreement for Sale.
20. This Agreement for Sale shall be governed by the laws of India and the Courts at Mumbai shall have exclusive jurisdiction in any matters arising hereunder.
21. Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (1) hand delivery duly acknowledged; or (2) sent by registered post with acknowledgment due; or (3) by Courier at the respective addresses mentioned in this Agreement for Sale or at such other address as may be subsequently communicated by one Party to the other in writing.
22. As required by the Income-Tax (Sixteenth Amendment) Rules,1998.
23. The SELLERS state that it is assessed to Income Tax and the Permanent Account Number allotted to the SELLERS are given in name clause above.
24. The PURCHASERS state that they are assessed to Income-Tax and the Permanent Account Number allotted to them is given in name clause above.

**THE SCHEDULE HEREINABOVE REFERRED TO:**

All that the self contained Flat on ownership basis Flat No. 1004/B on the 10th Floor of “Octavius Co-operative Housing Society Limited”, situated at Hiranandani Gardens, Powai, Mumbai – 400076, Maharashtra, admeasuring about 1115 sq. ft. Built Up area along with Ground Floor Level Podium Car Parking No. 44, on pieces or parcels of land situated, lying and being at Village Powai, Taluka Kurla bearing CTS No. 20 (part) to 22(part), 29(part), 30 (part) as per the Schedule of Agreement dated 13/03/2006 and CTS No. 22/4 to 22/7, 23, 26, 29 (all parts) as per Occupation Certificate, within the Registration District, and Sub District of Mumbai City and Mumbai Suburban.

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

SIGNED AND DELIVERED BY THE WITHNAMED **SELLERS**

|  |  |
| --- | --- |
| **1) MRS. PALAK V. PARYANI****2) MR. VINAY G. PARYANI**through constituted Power of Attorney holder **MR. GANGADHAR K. PARYANI****(Signature)** | **(Left Thumb Impression)** |

SIGNED AND DELIVERED BY THE WITHNAMED **PURCHASERS**

|  |  |
| --- | --- |
| 1. **MR. RANTUL GUNVANTRAI MISTRY**

**(Signature)** | **(Left Thumb Impression)** |
| **2) MRS. JESHMIN RANTUL MISTRY****(Signature)** | **(Left Thumb Impression)** |

**In the presence of:**

Witness:

|  |  |
| --- | --- |
| 1.2. |  |
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**R E C E I P T-I**

RECEIVED of and from the PURCHASERS 1) **MR. RANTUL GUNVANTRAI MISTRY & 2) MRS. JESHMIN RANTUL MISTRY,** a sum of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** being the Part consideration amount in respect of **Flat No. 1004/B on the 10th** **Floor of “Octavius Co-operative Housing Society Limited”, situated at Hiranandani Gardens, Powai, Mumbai – 400076,** as per the terms of this agreement. The said amount is received in the following manner:-

|  |  |  |  |
| --- | --- | --- | --- |
| Bank | Cheque No /IMPS/NEFT No. | Date | Amount in Rs. |
|  |  |  |  |
|  |  |  |  |
|  | **TDS** |  |  |
|  **Total:** |  |

**I SAY RECEIVED Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-**

**1) MRS. PALAK V. PARYANI & 2) MR. VINAY G. PARYANI**

through constituted Power of Attorney holder **MR. GANGADHAR K. PARYANI**

 **(SELLERS)**

Witness:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_