**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE made at Mumbai on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024 Between (1) **MRS. NISHA SHETTY,** PANCard No.AXKPS0650D, aged 39 years, and Aadhar Card No. 557066834051, (2) **MR. DEEPAK VARSHNEY,** PAN Card No. ACDPV0074C, Aadhar Card No. 4331 4542 9824, aged 42 years, Hindu, Indian Inhabitant of Mumbai, owner, occupier and in possession of Flat No. 201, Angelica Mahindra Eminents, S.V. Road, Near Patkar College, Goregaon West, Mumbai – 400104, hereinafter called **“THE VENDORS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executor and administrators) of the **ONE PART.**

# AND

**MR. ASHOK GOGALALJI TAILOR,** PAN Card No. AABPT1998D, Aadhar card No. 4500 6568 3795, aged 54 years, & (2) **MRS. kuskum ASHOK TAILOR,** PAN Card No. AFWPT6736K, Aadhar card No. 6080 9913 4285, aged 49 years, both Hindus, Indian Inhabitants of Mumbai, presently residing at A/401, Kesari Nandan CHS Ltd, Shiv Vallabh Road, Maruti Nagar, Ashokvan, Dahisar East, Mumbai – 400068, hereinafter called **“THE PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executor and administrators and assigns) of the **OTHER PART**;

**WHEREAS:**

a. WHEREAS by way of an Agreement for sale made on Mumbai dated 11.10.2017 between M/s. SHETH INFRAWORLD PRIVATE LIMITED, a company incorporated under the provisions of Companies Act 1956, having its registered office at Sheth House, Behind Dindoshi Fire Station, Opp. Oberoi Mall, Gen. A.K.Vaidya Marg, Malad East, Mumbai – 400097, herein referred to as “Promoters’ and Nisha Shetty and Mr. Deepak Varshney, there in referred to as the Purchasers. The said M/s. SHETH INFRAWORLD PRIVATE LIMITED had sold the right, title, ownership rights in respect of **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet**

b. Vide Agreement for Sale duly registered on 12.10.2017 vide document No. BRL8-8449-2017 M/s. SHETH INFRAWORLD PRIVATE LIMITED, therein called the Promoters transferred all their rights, title and share and interest in the said flat premises to Nisha Shetty and Mr. Deepak Varshney, therein called “the Purchasers”, the Purchasers purchased the Said **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet.**

c. Pursuant of the above Agreement, the Vendors are the sole owners, occupiers and absolute owner of the said flat premises and they are paying all taxes and charges to the concerned authorities from time to time.

d. By virtue of being the owners of the said flat premises, the Vendor is absolutely seized and possessed of and otherwise well and sufficiently entitled to **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet** (hereinafter called **“the Said Flat”**) more particularly described in the schedule hereunder written. The Said Society has yet not issued Share Certificate to any of its members including the Vendors herein

e. The Vendors are agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire all right, title and interest of the Vendors in the said Share and in **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet,** for the sum of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only)** on the terms and conditions hereinafter contained.

AND WHEREAS the parties hereto have agreed to reduce into writing the terms and conditions on which the Vendors are agreed to transfer and the Purchasers are agree to purchase and acquire the right, and interest of the Vendors in the said Flat including the entire interest of the Vendors in the said Flat.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Vendors doth hereby agree to transfer unto the Purchaser and the Purchaser hereby agree to purchase and acquire all the right, title and interest of the Vendor of the said **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet,** together with all the rights of the Vendors as to the use, occupation and enjoyment and ownership of the said Flat together with all rights, title and interest of the Vendors for a total consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only)** to be paid by the Purchaser to the Vendors in the manner hereinafter mentioned.

2. The said consideration will be paid by the Purchaser to the Vendors as follows:

a. That the purchaser hereby paid the sum of **Rs.1,00,001/- (Rupees One Lakh and one only)** by transfer as and by way of token / Part payment against the total consideration in favour of the VENDORS and to discharge towards the total consideration the receipt where of the Vendor hereby admits and acknowledges at the foot hereof.

b. The purchaser hereby paid a sum of **Rs.9,00,000/- (Rupees Nine Lakhs only)** by transfer as and by way of Part payment against the total consideration in favour of the VENDORS and to discharge towards the total consideration the receipt where of the Vendors hereby admits and acknowledges at the foot hereof.

c. The purchaser is hereby agree to pay a sum of **Rs.18,70,000/- (Rupees Eighteen Lakhs Seventy Thousand only)** towards the part consideration on or before execution of this Agreement. subject to deduction of TDS 1% as per applicable as per Income Tax Act 1961.

d. Balance amount of **Rs.1,00,00,000/- (Rupees One Crore only)** by obtain a loan from any bank /financial institution / personal funds on or before **04th July 2024**,

The purchasers will deduct an amount of **Rs.1,30,000/-(Rupees One Lakh thirty thousand only)** from the consideration towards Tax Deducted at Source as applicable U/Sec. 194-1A of the I.T. Act and handover certificate of the said amount to the Vendors before taking possession of the said flat.

e.If the purchaser failed to pay the said amount within the time period from the date of execution of these presents then the agreement will null and void and amount which was paid by the purchaser to the vendor will become forfeited.

3. The Vendors doth hereby declare and covenant with the Purchasers that the said Flat is free from all encumbrances of any nature whatsoever and that the Vendor have full right, title and interest in the said flat and have full right and Authority to assign and transfer their entire interest in the said Flat to the Purchasers.

4. The Vendors represented to the Purchasers:-

a. that the Vendors are paid all the dues and outgoings and electricity charges in respect of the said Flat up-to-date.

b. that the said Flat is free from all encumbrances.

c. that the said Flat belongs to the Vendors absolutely and that no other person or persons has any right, title and interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said shares/said flat.

d. that not-withstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Vendors or any person or persons lawfully or equitably claiming by from through or in trust for them, the Vendors have full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and their right, title and interest in the said flat and that Vendors are not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and / or occupation of the said Flat by the Vendors may be rendered illegal and/or unauthorized for any reason or any account.

e. that the Vendors shall obtain the necessary No Objection from the said builder/society for transfer, sale of the interest of the Vendors in the said building, as well as the right, title and interest of the Vendors in the said flat as herein contained to the Purchasers and also to the admission of the Purchaser to the membership of the said building in place and instead of the Vendors when the sale herein is completed by delivering the vacant and peaceful possession of the said flat to the Purchasers.

f. that on payment of the entire Purchase price herein reserved, the Purchaser shall be entitled to the vacant and peaceful possession of the said flat.

5. It is agreed by the parties hereto that if there is any delay or default on the part of either party in performing their respective part of the contract then the aggrieved party shall be entitled to specific performance of this Agreement together with right to claim cost, charges and expenses and losses, from the defaulting party.

6. The Vendors doth hereby agree to sign and execute any deed or writing as well as all other papers and documents as may be required by the Purchasers for transferring the said Flat to the name of the Purchasers in pursuance of this Agreement.

7. The Purchaser doth hereby covenants with the Vendors that they shall always abide by the Rules, Regulations and Bye-laws and shall pay the municipal taxes and maintenance charges in respect of the said Flat from the day the Vendors delivers possession of the said Flat to the Purchasers. It is specifically agreed by and between the parties that till the day of possession of the said Flat, the Vendors will be liable to pay all bills and electricity bills in respect of the said Flat.

8. The Vendors covenant with the Purchasers that the Vendors shall indemnify and keep indemnified the Purchasers from and against all actions, claims, demands, charges etc. falling due prior to execution of these presents in respect of the said flat premises.

9. The total transfer fee/transfer premium/donation payable to the concerned authorities or to the said Builder / Society for transfer of the said flat/said shares of the said Builder / Society in the name of the Purchasers shall be borne and paid by the parties in equal shares.

10. It is agreed between the Vendors and the Purchasers that the expenses for stamp duty on these presents or on final sale deed/transfer deed and registration charges in respect of this transfer shall be borne and paid by the Purchasers alone and the Vendors shall not be liable to pay the same or any part thereof. However the stamp duty or duties in respect of all previous transfers in respect of the said flat shall be the responsibility of the Vendors.

11. The Vendors doth hereby undertake to hand over all the original documents including previous chain of Sale Agreements papers concerning the said Flat to the Purchasers against the receipt of consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only)**

12. The Vendors doth hereby undertake to do and to execute all acts, deeds, matters and things as are or may be necessary, proper or expedient for the purpose of fully and effectually transferring the said Flat to and in favour of the Purchasers in the record to enable the Purchasers to has and to hold the said Flat absolutely.

13. This Agreement is subject to the exclusive jurisdiction of the Courts at Mumbai only.

**SCHEDULE OF THE PROPERTY REFERRED HERETO:**

**Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400068, area admeasuring about 560.16 sq.ft carpet** corresponding C.T.S. No. 2400/E/1, being at Village Dahisar, Taluka Borivali, in R/North Ward of Mumbai Municipal Corporation of Greater Mumbai within the Registration District of of Mumbai Suburban

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

SIGNED AND DELIVERED by the )

Withinnamed “VENDORS” )

(1)**MRS. NISHA SHETTY varshney )**

(2) **MR. DEEPAK VARSHNEY** )

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

SIGNED AND DELIVERED by the )

Withinnamed “PURCHASER” )

**MR. ASHOK GOGALALJI TAILOR )**

**MRs. KUSUM ASHOK TAILOR )**

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

**RECEIPT**

RECEIVED from **MR. ASHOK GOGALALJI TAILOR** & **MRS. KUSUM ASHOK TAILOR,** the sum of **Rs.30,00,000/-** (**Rupees Thirty Lakhs only**) by cheque/transfer as token / earnest money cum part consideration as per this agreement towards the total consideration amount of **Rs.1,30,00,000/- (Rupees One Crore Thirty Five Lakhs only)** towards the sale of **Flat No. 1303, Wing A3, 13th Floor, Sheth Midori, Dahisar East, Mumbai – 400067, area admeasuring about 560.16 sq.ft carpet.** The details of the payment are as under:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Cheque/RTGS No** | **Date** | **Drawn on** | **Amount** |
| **1** | **550801027** | **03/12/2022** | **ICICI Bank** | **100,001/-** |
| **2.** | **55640969** | **11/12/2022** | **ICICI Bank** | **9,00,000/-** |
| **3.** |  |  |  | **18,70,000/-** |
|  |  |  | **T.D.S.** | **1,30,000/-** |
|  |  |  | **TOTAL AMOUNT** | **30,00,000/-** |

I SAY RECEIVED Rs. 30,00,000/-

**VENDORs**

**Witnesses:-**

1.

2.