**AGREEMENT FOR SALE**

 THIS AGREEMENT FOR SALE made at Mumbai on this ……… day of August, 2024 BETWEEN(1) **MR. BRIJESH KESHAVPRASAD SINGH**, age 56 years, occupation Business, Hindu, Indian Inhabitant, residing at A-1/156, Asmita Jyoti Co-operative Housing Society Ltd., Marve Road, Malad (West), Mumbai 400095 and (2) **MR. RAJESH SINGH KESHAVPRASAD SINGH**, aged about 52 years, Hindu, Indian Inhabitant, residing at 1601 & 1602, Onyx Phase-2, Nirmal Life Style, L.B.S. Marg, Mulund (West), Mumbai – 400 080, hereinafter referred to as the “**THE VENDORS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the ONE PART AND **MR. VINOD SURENDRA SINGH**, aged about 52 years, Hindu, Indian Inhabitant, residing at Flat No. 802, 8th Floor, Subham Tower – 2, Chala Road, Pardi, Vapi, Valsad, Gujrat 396191,hereinafter called “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:

1. **M/S. SITA PREMISES LIMITED**, previously M/s. India Corrugating Industries Ltd. previously M/s. M/s. India Corrugating Industries Pvt. Ltd. a Company incorporated under the Companies Act, 1956, having its registered office at 5C, Ground Floor, “A” Wing, Sita Estate, Aziz Baug, Chembur, Mumbai – 400 074, (herein after referred to as **“THE SAID COMPANY”**) is absolutely seized and possessed of or otherwise well sufficiently entered to all those pieces or parcels or land or ground, bearing C.T.S Nos. 133, 134 and 135 of Maravali Village, Taluka-Kurla, situate at Ghatkopar Mahul Road, Chembur, Mumbai – 400 074, in Greater Mumbai with building constructed thereon consisting of Wing “A” and Wing “B” both of Ground plus Two upper floors, known as “**Sita Estates**” which is more particularly described in the First Schedule hereunder written, (Hereinafter referred to as **“THE SAID PROPERTY”**).
2. One, **Mrs. Veena Ashok Nahar**, was registered shareholder of the said Company holding 13 (thirteen) Shares bearing Distinctive Nos. 911 to 923 (both inclusive), now comprised in Share Certificate No. 214 dated 25th October 1993, (referred to as “**the said Shares**”) issued by the said Company;
3. By virtue thereof, the said Mrs. Veena Ashok Nahar was entitled to all incidental right and in exclusive use, occupation, possession and enjoyment of **Godown** **Unit No.5-D (FIVE-D)** admeasuring a built-up area of 543 square feet or thereabout, (referred to as "**the said Unit**") on the first floor in Wing "A" known as "Sita Estate", on property bearing C.T.S. Nos.133, 134 and 135 of Maravali Village, Taluka-Kurla situate at Ghatkopar Mahul Road, Chembur, Mumbai-400 074, belonging to the said Company;
4. By Articles of Agreement dated 16th September 1993 duly registered with the Office of the Assistant-Sub-Registrar, Kurla-3, Mumbai Suburban District as Document No. BDR-13-07645/2006 under Receipt No.7658 dated 8th September, 2006, under a Declaration for Confirmation dated 8th September, 2006), executed between Mrs. Veena Nahar (“the Transferor”) of One Part and Mr. Anil Jugal Wadhwa and Mrs. Renu Anil Wadhwa ("the Transferees" therein) of the Other Part the said Mrs. Veena Ashok Nahar transferred the said Shares and the said Unit in favour of Mr. Anil Jugal Wadhwa and Mrs. Renu Anil Wadhwa, on terms and conditions more particularly recorded therein;
5. The said Company on 6th October 1993, vide transfer No.162 (Register Folio No.116), has transferred the said Shares in the names of **Mr. Anil Jugal Wadhwa** and **Mrs. Renu Anil Wadhwa;**
6. By Articles of Agreement dated 18th November, 2006 duly registered with the Office of the Assistant-Sub-Registrar, Kurla-3, Mumbai Suburban District as Document No.BDR-13-09405/2006 under Receipt No. 9425 dated 18th September 2006, executed between Mr. Anil Jugal Wadhwa and Mrs. Renu Anil Wadhwa "the Transferors" therein of the One Part and M/s. Sanjay Shah, H.U.F. and Mrs. Neeta Sanjay Shah, "the Transferees" therein of the Other Part, the said Mr. Anil Jugal Wadhwa and Mrs. Renu Anil Wadhwa transferred the said Shares and the said Unit in favour of M/s. Sanjay Shah, H.U.F. and Mrs. Neeta Sanjay Shah, on terms and conditions more particularly recorded therein;
7. The said Company vide transfer No. 280 (Register Folio No. 197) has transferred the said Shares on 7th November 2006, in the names of **M/s. Sanjay Shah, H.U.F.** and **Mrs. Neeta Sanjay Shah**.
8. By Articles of Agreement dated 31st December , 2015 duly registered with the Office of the Assistant-Sub-Registrar, Kurla-5, Mumbai Suburban District as Document No. KRL-5-15--2016 under Receipt No.17 dated 01st January 2016, executed between M/s. Sanjay Shah, H.U.F. and Mrs. Neeta Sanjay Shah "the Transferors" therein of the One Part and Mr. Brijesh Singh and Mr. Rajesh Singh, "the Transferees therein and the Vendors herein” of the Other Part, the said M/s. Sanjay Shah H.U.F. and Mrs. Neeta Sanjay Shah have transferred the said Shares and the said Unit in favour of the Vendors herein, on the terms and conditions more particularly recorded therein;
9. The said Company vide transfer No…………… (Register Folio No. …….) has transferred the said Shares on ………….., in the names of the **Vendors**.
10. The **Vendors** herein are the registered Shareholders and shareholder of the said Company i.e. **M/s. SITA PREMISES LIMITED**, in respect of the said 13 (thirteen) Shares bearing Distinctive Nos. 911 to 923 (both inclusive), now comprised in Share Certificate No. 214 dated 25th October 1993 issued by the Said Company (hereinafter referred to as **"the said Shares"**) relating to the ownership of the said Unit. The said Unit and the said shares are more particularly described in the **Part I** and **Part II** of the **Second Schedule** hereunder written and are hereinafter collectively referred to as **"the said Unit"**.
11. The Vendors have paid the full consideration to their previous Owners and have complied with all their obligations under the aforesaid agreement and the said previous Owners have put the said Vendors in vacant and peaceful possession of the said flat as absolute owners thereof.
12. The Vendors are entitled to sell, transfer, convey and assign all their right, title and beneficial interest in respect of the said Unit in favour of the Purchaser and relying upon the aforesaid representations the Purchaser has agreed to purchase and acquire from the Vendors the said Unit together with all right, title and interest of the Vendors therein, free from all encumbrances and reasonable doubts for a total consideration of Rs.1,00,00,000/- (Rupees One Crore only) on the terms and conditions recorded therein.
13. The said Company has issued its’ NOC to admit the Purchaser as its Shareholders in respect of the said Unit and in pursuance of the above, the parties are executing this Agreement of Sale to record the agreement arrived between them and complete the transaction.

NOW THIS DEED WITNESSETH and it is hereby agreed, confirmed and recorded by and between the parties hereto as follows: -

1. The Vendors hereby agree to transfer, convey and assign their all and singular right, title and interest in the said Commercial Godown Unit No. 5-D admeasuring a built-up area of 543 square feet or thereabout on the first floor in Wing "A" known as “Sita Estate", on the property bearing C.T.S. Nos.133, 134 and 135 of Maravali Village, Taluka-Kurla situate at Ghatkopar Mahul Road, Aziz Baug, Near Vasi Naka, Chembur, Mumbai - 400074 and shown hatched in the plan attached hereto free from all encumbrances and reasonable doubts together with all their right, title and interest in the said 13 (thirteen) Shares bearing Distinctive Nos. 911 to 923 (both inclusive), now comprised in Share Certificate No. 214 dated 25th October 1993, issued by M/s. Sita Premises Limited (formerly M/s. India Corrugating Industries Pvt. Ltd.) (including Share money, deposits, sinking fund etc.) and as incidental thereto all and singular the beneficial rights, title, interest and property of the Vendors as the registered Shareholderss of the Company including the allotment and ownership of the said Unit as also all the direct and indirect benefits attached to the said Unit and the said shares unto the Purchaser at and for the lump sum of price of Rs.1,00,00,000/- (Rupees One Crore only) payable by the Purchaser to the Vendors in the manner specified hereinafter:

(a) A sum of Rs.10,00,000/ (Rupees Ten Lacs only) paid on before the execution hereof to the Vendors as part payment (the receipt whereof the Vendors to and each of them doth hereby admit, confirm and acknowledge).

# (b) The balance consideration of Rs.90,00,000/- (Rupees Ninety Lacs only) shall be payable within \_\_\_\_\_\_\_ days and on or before the registration of this Agreement by availing housing loan from any bank or financial institutions against the possession of the said Unit, subject to all requisite documents such as Share Certificate, Agreement dated 16th September 1993, share transfer form, Resignation letter etc. are provided by the Vendors in respect of the said Unit to the satisfaction of the financial institutions to sanction the said loan.

2. Upon completion of sale and paying entire consideration as agreed hereunder to the Vendors herein the purchaser shall be entitled to quietly and peacefully possess, occupy, enjoy and hold the said Unit together with all deposits and amounts lying to the credit of the Vendors in the said Company’s account for unto and to the use and benefit of the Purchaser 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.

3. The Vendors do and each of them doth hereby further agree and undertake that from time to time and at all times hereafter, at the request and cost of the Purchaser herein, they shall do and execute all documents, deeds and writings whatsoever as may be necessary for better and more perfectly transferring the right, title, interest and benefit of the Vendors in the said Unit and every part thereof to the exclusive use and benefit of the Purchaser as aforesaid.

4. The Vendors declare and has represented, covenanted and assured to the Purchaser: -

(a) The Vendors have duly paid and discharged in full all the dues and liabilities in respect of the said Unit including the Municipal outgoings, taxes, rates, maintenance charges, electricity bills etc. payable to the said Company, Brihanmumbai Municipal Corporation and TATA Power Ltd. up to the date hereof;

(b) The Vendors are the sole and absolute owners and beneficiaries of the said Unit duly standing in the name of the Vendors in the books and all other records of the said Company and is 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 Unit and except the Vendors no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the said premises;

(c) Notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Vendors or any person or persons lawfully or equitably claiming by, from, through, or in trust for the Vendors, the Vendors have full power and absolute authority in their own right to transfer the said Unit and to relinquish and transfer all their rights, title and interest therein in favour of the Purchaser;

(d) Neither the Vendors nor any one on their 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 Unit 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 their 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) The Vendors have not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said Unit 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 and there is no pending litigation of any kind whatsoever.

 (f) The Purchaser shall on completion of the transfer 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 sole occupation and enjoyment of the said flat and/or any part thereof in the Purchaser’s 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 Vendors;

(g) The Vendors have duly complied with observed performed all the Rules, Regulations and Bye-Laws of the said Company and that the Vendors have neither received any notice from the said Company for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Company nor are there any actions or proceedings pending against the Vendors instituted by the said Company or any Shareholders of the said Company in respect of the said Unit including any notice or action for expulsion or termination of the Vendors as the Shareholders of the said Company; and

(h) The Vendors have not received any notice for acquisition or requisition of the said Unit and/or the said shares;

 Relying upon the aforesaid representations, statements, covenants and assurances of the Vendors, the Purchaser has purchased the said Unit.

5. The Vendors shall pay to the said Company all the dues and outgoings till the date of handing over the quiet, vacant and peaceful possession of the said Unit and thereafter the Purchaser shall be liable to pay the same.

6. The Vendors upon receiving entire consideration and completion of sale/ transfer shall deliver to the Purchaser the original Share Certificate along with the said Original Agreement dated 16th September 1993 executed by the said Original Owners being the title deed evidencing the Vendors’ right, title and interest in the said Unit. The Vendors shall also execute and deliver all the relevant transfer forms and other documents in the name of the Purchaser and/or the society (as the case may be) upon the receipt of entire consideration as agreed hereunder for completion of sale/ transfer.

7. The Vendors have represented and assured to the Purchaser that their title to the said Unit is free from all encumbrances, claims and reasonable doubts of whatsoever nature. In the event it is found that Vendors’ title to the said Unit is defective or any claim is made on the said Unit or Purchaser has suffered any loss or damages by the statements, declarations, representations and assurances made by the Vendors or any claim whether directly or indirectly is made on the said Unit, in that case Vendors agree to indemnify and keep indemnified the Purchaser and/or his nominees/successors in title against all loss, damages, cost and expenses, which may be suffered by the Purchaser on account of above and the Vendors shall reimburse the Purchaser and/or his nominees and/or successors in title for the same.

8. In case, the Purchaser fails and neglects to pay the remaining balance of consideration to the Vendors on or before \_\_\_\_ days from the execution of this Agreement, in that event the purchaser shall pay 24% interest on the balance consideration for the further period of \_\_\_\_\_ days and thereafter if the Purchaser fails and neglects to pay the remaining balance consideration, if any, then in such case the Vendors shall be entitled to terminate this agreement.

9. The stamp duty and registration charges (if any) shall be borne and paid by the Purchaser alone. The Transfer charges and/or donations/contributions payable to the said Company for transfer of the said Unit in favour of the Purchaser shall be borne and paid by the parties equally.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

ALL THAT piece or parcel of plot of land situate at Mahul Road Chembur, Mumbai- 400 074, in the revenue village of Maravali, Taluka: Kurla, within the limits of Greater Mumbai in the district and registration sub-district of Mumbai city and Mumbai suburban bearing C.T.S. Nos.133, 134 & 135 with a building constructed thereon, consisting of the two wings 'A' and 'B' both of ground plus two upper floors known as 'SITA ESTATES' thereon.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**PART-I**

ALL THAT piece or parcel of plot of a Commercial Godown Unit No.5-D admeasuring a built-up area of 543 square feet or thereabout on the first floor in Wing "A" known as “Sita Estate", on property bearing C.T.S. Nos.133, 134 and 135 of Maravali Village, Taluka-Kurla situate at Ghatkopar Mahul Road, Aziz Baug, Near Vasi Naka, Chembur, Mumbai - 400 074 & shown hatched in the plan attached hereto.

**PART-II**

ALL THAT 13 (thirteen) Shares bearing Distinctive Nos.911 to 923 (both inclusive), now comprised in Share Certificate No.214 dated 25th October, 1993, issued by M/s. Sita Premises Limited (formerly M/s. India Corrugating Industries Pvt. Ltd.)

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

SIGNED AND DELIVERED by the )

withinnamed VENDORS (1) MR. )

BRIJESH KESHAVPRASAD SINGH )

and (2) MR. RAJESH SINGH )

KESHAVPRASAD SINGH in the )

presence of .................................. )

1.

2.

SIGNED AND DELIVERED by the )

withinamed PURCHASER )

MR. VINOD SURENDRA SINGH )

in the presence of ………………….... )

1.

2.

 R E C E I P T

RECEIVED of and from the withinnamed )

Purchaser a sum of Rs.10,00,000/(Rupees )

Ten Lacs only) by Demand Draft no. )

\_\_\_\_\_\_\_\_ dated \_\_ \_\_\_\_\_\_\_\_\_\_\_, 2014 issued )

by HDFC Bank, Fort Branch Mumbai being)

part payment as within mentioned ) Rs.10,00,000/-

 WE SAY RECEIVED

 (1) MR. BRIJESH KESHAVPRASAD SINGH

 (2) MR. RAJESH SINGH KESHAVPRASAD SINGH

 VENDORS

Witnesses:

1.

2.

@@@@@@@@@@@@@@@@@@@@@

 THIS \_\_\_\_ DAY OF AUGUST 2024

@@@@@@@@@@@@@@@@@@@@@

BETWEEN

MR. BRIJESH KESHAVPRASAD SINGH

AND ANOTHER … THE VENDORS

AND

MR. VINOD SURENDRA SINGH

 … THE PURCHASER

**AGREEMENT FOR SALE**