**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this **\_\_\_\_\_\_\_\_\_\_** day of **September, 2024.**

 **B E T W E E N**

**MR. NEERAJ KHANDELWAL** an adult, Indian Inhabitants, having address as **Flat No**. **801, on 8th floor in A-Wing, “M R BHIMASHANKAR HEIGHTS C.H.S Ltd., situated at New Link Road, Besides Kandarpada Fire Station, Dahisar (West), Mumbai – 400 068.,** hereinafter referred to as “**THE SELLER”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assignees) **OF THE FIRST PART;**

**A N D**

**1)MR. CHIRAG RAMESH AMESSAR AND 2) MRS. SHWETA CHIRAG AMESSAR,**  both adults, Indian Inhabitants, having address as **Flat No. A2/501, Orchid Plaza, situated at R.T Road, Near Movie Time Cinema, Dahisar (East), Mumbai – 400 068**., hereinafter referred to as “**THE PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assignees) **OF THE SECOND PART;**

1. **WHEREAS originally** by an Agreement For sale dated **19/12/2015** made and entered into BETWEEN **MALLHAR REALTORS PVT. LTD.**, therein referred to as “the developer” of the one part and **MR. NEERAJ KHANDELWAL t**herein called “the Purchaser” of the other part, duly registered under serial no. **BRL-7-11144/2015 dated 21/12/2015** wherein he had acquired Residential Flat on ownership basis viz. **Flat No**. **801, on 8th floor in A-Wing, admeasuring 724 Sq. Fts. Carpet area in the building now known as “BHIMASHANKAR HEIGHTS”, society now known as “M R BHIMASHANKAR HEIGHTS C.H.S Ltd., sitúated at New Link Road, Besides Kandarpada Fire Station, Dahisar (West), Mumbai – 400 068**,, more particularly described in the schedule hereunder written (hereinafter referred to as **“the said Flat”**) **along with 1 Nos. of parking under covered parking Stack No. G-44 in the said building allotted vide parking allotment letter dated 25/8/2022 by the developer** at or for the price and upon the terms and conditions therein contained therefore, took the vacant and peaceful possession of the said Flat and become an absolute owner of the said Flat**. The RERA Carpet area of the said flat is approx. 753 sq.fts after the RERA rules and regulations made applicable.**
2. **AND WHEREAS** the promoter at that time, have got sanctioned all the necessary permissions and plans from Municipal Corporation of Greater Mumbai (MCGM) and obtained permissions under file no. **CHE/A-5083/BP(WS)/AR/OCC/1/New and having Full Occupation Certificate dated 20/9/2021.** The Building is comprising of various wings including Wing-A i.e. Stilt (parking) (pt) + 20(pt) Upper Floors with lift.
3. **AND WHEREAS** the Purchasers of various Flats/Units have registered **“M R BHIMASHANKAR HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”** under Registration No. **MUM/WR-N/HSG/TC/16079/2021-22/2022 dated 13/01/2022** under the Maharashtra Co-operative Societies Act 1960 (hereinafter referred to as **"the said Society"**) and **1 MR. NEERAJ KHANDELWAL** became original member of the said Society. The said Society issued **Ten(10)** fully paid up Shares of Rs. 50/- each comprised in the **Share Certificate No. 020** bearing distinctive **Shares Nos. 0191 to 0200** (both inclusive) **(**hereinafter called and referred to as ‘**the said Shares’**).
4. **AND WHEREAS** it is hereby informed by theSeller that he has mortgaged original documents in respect of said flat with ICICI Bank bearing Loan A/c No. **LBMUM00002591364.** Wherein outstanding amount to be paid as per latest foreclosure records by the sellers herein. It is further agreed between parties that after registration of this agreement for sale the Purchasers herein have agreed to make payment of such entire outstanding loan amount to the Sellers’s bank/ financial institution through their own sanctioned housing loan scheme from any bank/financial institution.
5. Therefore, once the said loan account of Seller is foreclosed than forthwith Seller has to obtain the No Claim Certificate and all Original documents from ICICI Bank and handover the same to the Purchasers bank/ financial institution herein for further procedure of releasing balance consideration amount to complete the entire transaction as mentioned herein.
6. **AND WHEREAS** the Seller herein has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire all ownership rights, title and interest of the Seller in the said Flat and the said Shares with all legal consequences including the right of occupation of the said Flat in the said building of the said Society including right, title and interest in the said Flat for total consideration of **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only).**
7. **AND WHEREAS** the Parties hereto have agreed to reduce into writing the Terms and Conditions on which the Seller has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire the right, title and interest of the Seller in the said Flat and the said shares including the entire interest of the Seller in the said Society;

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

* + 1. The Seller hereby agree to sell and transfer to the Purchasers and the Purchasers hereby agree to purchase and acquire all the rights, title and interest of the Seller in the said Society including the shares and said Residential **Flat No**. **801, on 8th floor in A-Wing, admeasuring 724 Sq. Fts. Carpet area in the building now known as “BHIMASHANKAR HEIGHTS”, now society now known as “M R BHIMASHANKAR HEIGHTS C.H.S Ltd., sitúated at New Link Road, Besides Kandarpada Fire Station, Dahisar (West), Mumbai – 400 068**,, more particularly described in the schedule hereunder written (hereinafter referred to as **“the said Flat”**) **along with 1 Nos. of parking covered parking Stack No. G-44 in the said building** alongwith the benefits of sinking fund standing credited to the account of the Seller in the books of the said society and other deposits with the local authority /Tata/Adani and all the rights of the Seller as to the use, occupation and enjoyment and ownership of the said Flat and Shares together with all rights, title and interest of the Seller in the said Society for a total consideration **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** to be paid by the Purchasers to the Seller in the manner hereinafter mentioned.
		2. The said consideration will be paid by the Purchasers to the Seller as follows: that is to say;
1. An amount of **Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** has been paid on or before execution of this agreement for sale as part payment from own funds as mentioned in the receipt; (the payment and receipt whereof the Seller hereby will admit and acknowledge and acquit, release and discharge the Purchasers from the payment and receipt thereof and every part thereof);
2. An further amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** payable by the Purchasers to the Seller is the deducted as tax deduction at source @ 1% forming part of total consideration. The TDS to be deposited by the Purchasers as per Section 194IA of the Income Tax Act and the same shall be deemed to be received by the Seller herein and the Purchasers shall deposit the said TDS and shall produce the TDS certificate to the Seller within 7 days.
3. The Purchasers have agreed to obtain total loan amount of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ Only** through any financial institution/bank**)** and out which firstly to pay an outstanding amount towards loan account as mentioned above to the Sellers’s Bank/financial institution i.e. ICICI Bank as per latest foreclosure letter. It is hereby agreed by purchasers that it shall be paid within (**45) days** from the date of registration of this Agreement for sale or receipt of Mortgage NOC from society whichever is later and it will be deemed to be paid as part of total consideration amount subject to foreclosure letter and List of documents to provide by Seller herein**.** The Sellers have agreed to co-operate to provide Mortgage NOC/ any other relevant documents from Society documents including original title document so enable the Purchasers to complete loan documentation formalities.
4. It is hereby agreed that after foreclosure of the said mortgage loan account of the Sellers followed with handing over original documents alongwith No Claim Certificate by Sellers bank/financial institution to the Purchasers financial institution/bank and thereafter balance consideration amount to be paid to the Sellers herein by way of full and final consideration.
5. Hence the total consideration of the said Flat is **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only).**
	* 1. The Seller hereby declare and covenant with the Purchasers that the said Flat is free from all encumbrances of any nature whatsoever and that the Seller 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 Society including the said Flat and shares to the Purchasers.
		2. The Seller have represented to the Purchasers and hereby declares that:-
6. that the said Flat is free from all encumbrances **(except abovementioned lien).**
7. that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Seller or any person or persons lawfully or equitably claiming by, from, through, or in trust for them, the Seller has full right, power and absolute authority to sell or transfer to the

Purchasers the said Flat and rights, title and interest in the said Society and that the Seller have 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 Seller may be rendered illegal and/or unauthorized for any reason or on any account.

1. prior to the execution of these presents, the Seller have not entered into any Agreement for sale or otherwise for transferring Seller rights, title and interest in respect of the said Flat;
2. there are no proceedings pending in any Court of Law or other Authorities of Government, concerning, touching or affecting the said Flat;
3. the Seller have duly observed and abided all the rules, regulations and bye-laws of the said Society;
4. the Seller have not taken or accepted any earnest money from any third party in respect of the said Flat.
5. that the Seller shall effectuate transfer of right, title and interest of the Seller in the said Flat as herein contained to the Purchasers and also to the admission of the Purchasers to the membership of the said Society in place and instead of the Seller when the sale herein is completed by delivering the vacant and peaceful possession of the said Flat to the Purchasers agreed herein.
6. that the Seller shall pay the Electricity Bills / MGL Bills and the Society Charges along with all such other charges which will be accruing on the said Flat till handing over of the peaceful and vacate possession of the said Flat and the receipts of all such payments will be provided to the Purchasers herein and if any previous claims or liabilities arises than Seller is liable to pay the same without any excuse.
7. that the charges as abovementioned will be paid further from the day of handing over the peaceful and vacant possession will be borne by the said Purchasers.
8. **that upon payment of the full purchase price herein mentioned paid to the Seller**, the Purchasers shall be entitled to the vacant and peaceful possession of the said Flat.

Relying upon the aforesaid declarations and representations of the said Seller and believing the same to be true and correct the Purchasers have agreed to purchase the said Flat.

* + 1. The sale shall be completed upon receipt of the full consideration from the Purchasers by the Seller as provided in clause 2 (d) hereinabove thereafter the Seller handing over peaceful and vacant possession of the said Flat to the Purchasers and the Seller executing further documents if required for more perfectly transferring the rights, title and interest in respect of the said Flat together with the benefits of the sinking fund or any other amount lying credited with the said Society / local authority in respect of the said Flat in favour of the Purchasers.
		2. The Seller hereby agrees to sign, endorse and undertake from time to time and at all times hereafter to execute any deed or writing as well as procure 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.
		3. That the Seller declares that he has paid full consideration in respect of the purchase of the said Flat and nothing is due and payable by them to the said Society and Membership of the said Society is subsisting which is in full force and has not been terminated.
		4. The Purchasers hereby covenant with the Seller that they shall always abide by the Rules, Regulations and Bye-laws of the said Society and shall pay the municipal taxes and maintenance charges in respect of the said Flat from the day the Seller delivers possession of the said Flat to the Purchasers.
		5. That the title of the Seller in respect of the said Flat is absolutely clear and marketable, free from all encumbrances **(except abovementioned lien)**and reasonable doubts including free from third party adverse deal, agreement, agreement for sale, transfer or assignment, surrender gift, exchange, lease, monthly tenancy, leave and license, mortgage, or any third party encumbrance, dispute as to right, possession, any debts or dues to provide creditors or notice / order of any public authority whatsoever on account of any matters including matters of public levies (income tax, property tax, assignment, duties, stamp duties, registration charges or other charges, fees / amount and / or other levies) by whatever name called or known under any laws heretofore to be in force retrospectively either with or without penalty on interest and / or debts, dues, loans, finance, from any person/s or otherwise or any claims of any third party on account of bail, bond, security, surety, charge, mortgage, indemnity, guarantee, suits, litigations, legal or other proceedings, any decree, other judgments or award, injunction, order receiver or any other person by any court of law, Tribunal, forum, authority and / or adjustment before or after the judgment or otherwise under the laws in force, any arbitration or awards, any dispute, any notice, notification and order or award either for acquisition, requisition, forfeiture or confiscation or any notice, notification, orders or proceedings and the Seller indemnifies the Purchasers for the same.
		6. It is agreed by and between the parties herein that the Purchasers shall be entitled to obtain peaceful and vacant possession of the said Flat on the payment of full and final consideration.
		7. The Seller have represented to the Purchasers that the total transfer fee/ transfer premium payable to the said Society for transfer of the said Flat in the name of the Purchasers herein and shall be borne and paid by both the parties equally.
		8. If Purchasers failed to pay balance consideration amount within (45) days as agreed herein then Purchasers agreed to pay interest @ 18% p.a. on balance amount till its recovery. The stipulated period to be calculated from the date registration of this agreement for sale or receipt of Mortgage NOC from society whichever is later.
		9. It is agreed between the Seller and the Purchasers that the expenses for stamp duty on this Agreement for Sale and registration charges in respect of this agreement shall be borne and paid by the Purchasers alone and the Seller shall not be liable to pay the same or any part thereof. And Society Transfer charges shall be borne equally by seller and purchasers.
		10. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any other provisions of law applicable thereto and Purchasers shall be entitled to hold respective shares as and when issued or transferred by the society as per due procedure of law.
		11. On receipt of the entire consideration from the Purchasers by the Seller as provided in clause 2 (d) hereinabove, the Seller covenants with the Purchasers that:-
1. the Seller to hand over the peaceful and vacant possession of the said Flat and transfer all rights, title and interest in respect of the said Flat together with the benefits of the sinking fund or any other amount lying credited with the said Society/ local authority, in respect of the said Flat in favour of the Purchasers;
2. the Seller to hand over to the Purchasers all the other documents, receipts, papers concerning the said Flat;
3. the Purchasers shall be entitled to have and to hold the said Flat unto and to the use and benefit of the Purchasers and their heirs, executors, administrators and assigns without any claim, charge, interest or demand of the Seller or any person or persons claiming by, from, under, through or in trust for the Seller;

The Seller 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 of the said Society to and in favour of the Purchasers in the record of the said Society to enable the Purchasers to have and to hold the said Flat and Shares absolutely.

**THE SCHEDULE OF PROPERTY:-**

All that piece or parcel of the said **Residential Flat No**. **801, on 8th floor in A-Wing, admeasuring 724 Sq. Fts. Carpet area in the building now known as “BHIMASHANKAR HEIGHTS”, now society known as “M R BHIMASHANKAR HEIGHTS C.H.S Ltd., sitúated at New Link Road, Besides Kandarpada Fire Station, Dahisar (West), Mumbai – 400 068., along with 1 Nos. of parking covered parking Stack No. G-44 in the said building** , **bearing CTS No. 108/B, 108/C, 115(pt), 127, 128, 131, 159/A, 160, 162, 163 at Village – Dahisar, Taluka– Borivali** in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

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

**SIGNED AND DELIVERED by the )**

Within named **"THE SELLER" )**

**MR. NEERAJ KHANDELWAL**  )

**PAN NO. APKPK2420F )**

in the presence of:

1.

2.

**SIGNED AND DELIVERED by the )**

Within named **"THE PURCHASERS" )**

**1)MR. CHIRAG RAMESH AMESSAR )**

**PAN NO. APJPA5165Q )**

**2) MRS. SHWETA CHIRAG AMESSAR,**   **)**

**PAN NO. AKEPT3512E )**

in the presence of:

1.

2.

**R E C E I P T**

**I, MR. NEERAJ KHANDELWAL** being party of the first part do hereby admit and acknowledge receipt of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** from **1)MR. CHIRAG RAMESH AMESSAR AND 2) MRS. SHWETA CHIRAG AMESSAR,**  towards part payment in respect of sale of the **Flat No**. **801, on 8th floor in A-Wing, admeasuring 724 Sq. Fts. Carpet area in the building now known as “BHIMASHANKAR HEIGHTS”, now society known as “M R BHIMASHANKAR HEIGHTS C.H.S Ltd., sitúated at New Link Road, Besides Kandarpada Fire Station, Dahisar (West), Mumbai – 400 068., along with 1 Nos. of parking covered parking Stack No. G-44 in the said building.**

| **Sr. No.** | **Amount (Rs)** | **Cheque/UTR No.** | **Date** | **Bank**  |
| --- | --- | --- | --- | --- |
| 1 | **49,000/-** | 425295678654 | 8/9/2024 | HDFC Bank |
| 2 | **51,000/-** | 425107863480 | 7/9/2024 | HDFC Bank |
| 3 | **4,00,000/-** | N254243258352463 | 10/9/2024 |  |
| 4 | **1,50,000/- TDS is deducted** |  |  |  |

**I say received**

**MR. NEERAJ KHANDELWAL \_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Seller)**

**WITNESSES:-**

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

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