

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE made at Mumbai this ____ day of **September** in the Christian Year Two Thousand Twenty-Four (2024).

B E T W E E N

MR. PANKAJ KUMAR SINGH, (Pan No. CAHPS3576G) an adult, Indian Inhabitant, presently having address at Flat _____, hereinafter called **“THE TRANSFEROR/SELLER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include her respective heirs, executors, administrators and permitted assigns) of the **FIRST PART**;

A N D

MR. MAHESH AGGARWAL (Pan No. FCNPA0661R) an adult Indian Inhabitant, having address at _____. hereinafter called **“THE PURCHASER/ TRANSFEREE”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his respective heirs, executors, administrators and permitted assigns) of the **Second PART**;

W H E R E A S:

- A. By an Agreement for Sale dated 14th March 2007, vide Registration No. BDR13-02099-2007, Registration Receipt No.2100 entered into between M/S. Shah Developers, an partnership firm register under the partnership act, 1932 having there Registered Office address at 102/B-3, Mapkhan Nagar, Marol, Andheri East, Mumbai -400 059, therein and hereinafter referred to as **“THE DEVELOPER”** of the one part and MR.SEBI FRANCIS, an Indian Inhabitant, having address at

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B-2/509, Lok Bharati CHS, Marol Maroshi Road, Andheri East Mumbai, herein after called the said "THE PURCHASER" of the Other Part, The Said M/S. Shah Developers Sold Flat No.202 admeasuring **627** sq.ft. Carpet Area on the 2nd Floor, in the "C" Wing of the Said Building to be Known as "NILGIRI" having ground plus 11 floors, situate lying And being at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-military Road, Saki Naka Post, Andheri East, Mumbai -400 072, more particularly described in the schedule there under written and hereinafter referred to as "NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD"

- B. Thereafter by an Agreement for Sale Date 17th October 2022, entered into between MR. SEBI FRANCIS, of the One part and MR. PANKAJ KUMAR SINGH of the other part, MR. PANKAJ KUMAR SINGH had purchased the said Flat No.C-202, on the 2nd Floor, in the "C" Wing of the Said Building "NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD" having ground plus 11 floors, situate lying And being at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-military Road, Saki Naka Post, Andheri East, Mumbai -400 072 admeasuring 627sq.ft. Carpet Area, being the forming part of the property being Survey No.34, Hissa No.1, Corresponding C.T.S. No.16, Tungva Village, Taluka Kurla, within the Limits of "L" ward of Brihanmumbai Mahanagarपालिका, Mumbai Suburban District, and the Stampduty was duly paid on 7th October 2022. After Executing the Agreement for Sale duly registered on 17th October 2022 vide Registration No. KRL2-18737-2022, Registration Receipt No.20058.
- C. The Said Society "NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD" is registered under the provision of Maharashtra co-operative act, 1960 bearing Registration no.MUM-2/WL/HSG/TC/10043/2010-2011 of year 2010 dated 26/08/2010 (herein after referred to as the said Society) and MR. PANKAJ KUMAR SINGH is the member of the said Society in respect of the "THE SAID FLAT" Flat No.C-202, on 2nd Floor, in the "C" Wing and as a member They are entitled to the 10 (Ten) fully paid up shares of Rs.50/- each bearing distinctive numbers from **061** to **070** under share certificate no.**107** issued by the said Society, (herein after referred to as "The Said Shares") and as incidental thereto own a Flat No.C-202

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admeasuring 627 sq. ft Carpet Area on the 2nd Floor of “NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD.” situate lying and being at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-military Road, Saki Naka Post, Andheri East, Mumbai -400 072.

- F. The TRANSFEROR/SELLER is enjoying the absolute ownership and possession of the said PREMISES, as absolute and exclusive owner thereof. And the ownership, Possession, Right, Title and Interest of the Transferor herein, in respect of the said premises, is clear, marketable and free from all kinds of claims, charges, Litigations, share, right, title and/or any encumbrance of any nature whatsoever.
- G. THE TRANSFEROR/SELLER expressly undertake to settle, pay off and clear all outstanding defects, liabilities and all encumbrances of any nature whatsoever if found at any time here after, entirely at his own cost expenses, risk and consequences.
- H. And whereas the TRASNFEROR, **MR. PANKAJ KUMAR SINGH**, have agreed to sale, Transfer and assign to the TRANSFEREE **MR. MAHESH AGGARWAL** and the Transferee have agreed to Purchase from the TRANSFEROR the said Shares and All the Beneficial of Rights, Title, TDR's, FSI and Interest of the TRANSFEROR in the Said PREMISES, together with the right of use and Occupancy thereof at or for the Price of **Rs.2,69,50,000/- (Rupees Two Crore Sixty Nine Lakhs Fifty Thousand Only)**

AND WHEREAS the parties have agreed to record the terms and conditions agreed between them as hereinafter mentioned.

NOW IT IS AGREED, DECLARED CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. That the TRANSFEROR/SELLER hereby sells, transfers and assigns his rights, title and interest including the rights to use, occupy, possess and enjoy “THE SAID PREMISES” Flat No.C-202, 2nd Floor in the building “NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD” situated at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-military Road, Saki Naka Post, Andheri East, Mumbai -400 072., admeasuring 627 sq. ft Carpet Area, together with all the

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modifications, improvements and additions carried out by the transferor and together with the fixtures and fittings. Therein and together with all the incidental allotments, rights and other Entitlements appurtenant thereto including the transferors entitlement for the shares allotted by the said society in Respect of the Ownership of "THE SAID PREMISES", herein after collectively referred to as "THE SAID PREMISES" at or for a Total Consideration of **Rs.2,69,50,000/- (Rupees Two Crore Sixty Nine Lakhs Fifty Thousand Only)** "THE TRANSFEREE/ PURCHASER shall pay to the TRANSFEROR/SELLER, the said consideration as follows:

- a. **Rs.** /-(Rupees Only) vide Cheque No._____, dated_____, Drawn on _____ Bank, _____ Branch. has been paid as the Earnest Money out of Total consideration to the TRANSFEROR/SELLER.
 - b. **Rs.** /- (Rupees Only) to be paid through Housing Loan within _____days from the date of Registration of this agreement.
 - c. The Transferee/Purchaser will issue a TDS certificates in favour of the Transferor/Seller with respect to the sum of Rs._____-/- (Rupees Only) deducted and to be deposited by them with Government Treasury towards TDS under section 194-IA of the Income Tax Act, 1961.
2. THE TRANSFEROR/SELLER Shall on Execution of these presents Handover to the Transferee/Purchaser all the required transfer Documents Dully Signed by here.
 3. THE TRANSFEROR/SELLER have on execution of these presence, delivered to the Purchaser/Transferee the Receipt towards Payment of the up to date dues of the Said Society and Any other Local Authority and all other requisite documents and papers relating to the Payment of Dues to the Society.

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4. THE TRANSFEROR/SELLER agree and undertake to pay to the Said society all the dues that are payable by them up to the date of Handing over Possession of the Said Premises.
5. THE TRANSFEROR/SELLER have no outstanding estates and claims by way of Sell, Exchange, Mortgage, Gift, Trust, Inheritance, Possession, Leases, Lien, Easement, Encumbrances, Attachments or Otherwise in respect of the said Premises. The TRANSFEROR/SELLER agrees and undertakes to Indemnity and Keep THE PURCHASER/TRANSFEEE indemnified against all claims failing due in respect of the said Premises for the Period up to the date of the execution of these Presents.
6. The TRANSFEROR declare that no notice or requisition have been issued against or received by the TRANSFEROR from the Government, Central or State or from the Municipality and that no notice of any breach of the said Agreement for Sale or of any default or neglect under the said Agreement has been issued against or received by the TRANSFEROR from the said Promoter or the said Society.
7. That the TRANSFEEE/PURCHASER have inspected the said Property and found the same to his satisfaction, The Transferee shall not at any Point raise a claim on the nature and quality of construction of the said Flat.
8. The TRANSFEROR hereby covenants with THE TRANSFEEE as follows:
 - (a) That the TRANSFEROR will deliver vacant possession of premises to THE TRANSFEEE against receipt of FULL & FINAL PAYMENTS and THE TRANSFEEE shall have, hold and occupy the said premises in his absolute right and that notwithstanding any act, deed, matter or thing whatsoever by the TRANSFEROR or any person or persons lawfully or equitably claiming by, from through or in trust for them made, done, committed or omitted or Knowingly suffered to the contrary, they, the TRANSFEROR now have in their good right, full power and absolute authority to grant and assign

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all their rights, titles and interests in respect of the said premises.

(b) That THE TRANSFEREE/PURCHASER shall and may at all times hereafter peacefully and quietly enter upon and occupy, possess and enjoy the said premises without any suit, eviction, interruption, claim or demand whatsoever from or by the TRANSFEROR or any of their or any person or person lawfully or equitably claiming or to claim by from under or in trust for them AND that are free and clear and freely and clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by TRANSFEROR well and sufficiently saved and defended and kept harmless and indemnified from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the TRANSFEROR or any person or persons lawfully claiming or to claim by from under in trust for themselves or any of themselves.

9. The TRANSFEROR shall at or before the completion of sale and thereafter at the cost of THE PURCHASER / TRANSFEREE give all writings, applications etc. as may be required by the said Society or any other authority for the purpose of transfer of the said premises to the name of THE TRANSFEREES.
10. The TRANSFEROR also agrees and undertakes to execute document or documents as may be required for the purpose of completion of sale and legal transfer of the said premises and appear before the Registration Authorities.
11. THE TRANSFEREE shall make an application to the said Society for transfer of the said premises and for enrollment as member of the said Society and for allotment of shares in her name in respect of the said premises The TRANSFEROR shall assist THE TRANSFEREE/PURCHASER in that regard.
12. The TRANSFEROR shall instruct the said Society and/or the said Promoter to transfer to THE TRANSFEREE / PURCHASER all

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deposits and other amounts including sinking fund, club membership deposit, Car Parking, telephone etc. standing to the credit of the TRANSFEROR in the Books of the said Society and/or the said Promoter in respect of the said premises.

13. Any transfer charge payable to the said Society shall be borne by the TRANSFEROR.

14. The TRANSFEROR hereby declares and confirms that:

- (a) The TRANSFEROR have purchased and acquired the said premises out of the monies belonging to them absolutely.
- (b) The TRANSFEROR is the sole and absolute owner of the said premises and as such absolutely entitled to use, enjoy and occupy the said premises and no other person or party has any right, title, interest, property claim or demand into, over or upon the same or any part thereof either by way of sale, exchange, mortgage/gift trust, tenancy, inheritance, lienor otherwise howsoever.
- (c) The Transferor have good right, full power and absolute authority to sell and transfer the Said Premises and that they have not, or anyone on their behalf, have done, committed or omitted any act, deed, matter or thing hereby whereby there right to use, enjoy and occupy the said premises is lost or can be forfeited, extinguished or rendered void or voidable and the Transferor will keep indemnified the Transferee form or against all actions, suits and proceedings and all claims, demands, fines, penalties, expenses or any other liabilities or whatsoever nature made or suffered by or brought against or incurred by the transferee b reason or virtue of any of the terms and conditions, agreements, covenants and provisions on which she holds “the said premises” and of any rules, regulations and bye-laws for the time being and from time to time of the said society.

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(d) It is hereby declared by the transferor that the said premises is having free, clear and marketable title and that the transferor have not created any charged or has not contracted to sell or mortgage the Said Premises to any institutions or authority or any persons or persons and that the Said premises are free from all the encumbrances and that there are no litigations or attachment on the said premises and that there are no bar from any court or authority on the transferor to transfer/ Sell the said premises to the transferee in the manner herein, that there said right title and interest in the said premises has not been attached either before or after judgment or by or at the instance of Taxation Authorities or any other authorities and that the transferor have not given any undertaking to the taxation authorities or any other authorities not to deal with or dispose of here said right, title and interest in the said premises and the transferor have full and absolute power to deal with the same.

15. The Transferee agree to bear the Stamp duty and Registration Charges payable in this agreement for Sale.
16. The Transferor hereby undertake to appear before the appropriate Registration Authorities and admit Execution of these Sale Agreement.
17. The Transferor shall execute such other documents and obtain all requisite approvals and clearness any may be found necessary in order to effectuate the intention of the parties that the transferee should occupy, use and possess the said premises in his own right as member of the said society.

SCHEDULE OF THE PREMISES

All right, title and interest in five fully paid-up shares bearing distinctive no. from **061** to **070**, under share certificate no.**107** and Flat bearing No.C-202, on 2nd Floor, 627sq.ft. Carpet Area, in the Building “NILGIRI

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C-WING CO-OPERATIVE HOUSING SOCIETY LTD” situated at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-military Road, Saki Naka Post, Andheri East, Mumbai -400 072, having ground plus 11 floors, being the forming part of the property being Survey No.34, Hissa No.1, Corresponding C.T.S. No.16, Tungva Village, Taluka Kurla, within the Limits of “L” ward of Brihanmumbai Mahanagarपालिका, Mumbai Suburban District, Mumbai.

IN WITNESS WHEREOFF THE PARTIES HERE TO HAVE HERE UNTO SET AND SUBSCRIBED THEIR HAND THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED by the)
within named Transferor / Seller,)
MR. PANKAJ KUMAR SINGH)
in the presence of :)

1. _____)

2. _____)

SIGNED AND DELIVERED by the)
within named Transferee/Purchaser,)
MR. MAHESH AGGARWAL)
in the presence of :)

1. _____)

2. _____)

R E C E I P T

I, **MR. PANKAJ KUMAR SINGH**, hereby state that I have agreed to sell the Flat bearing No.C-202, on 2nd Floor, 627sq.ft. Carpet Area, in the building “NILGIRI C-WING CO-OPERATIVE HOUSING SOCIETY LTD” situated at C.T.S. No.16, Tungva Village, Bamandaya Pada, Off. Marol-

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military Road, Saki Naka Post, Andheri East, Mumbai -400 072. to **MR. MAHESH AGGARWAL** for a total consideration of **Rs.2,69,50,000/- (Rupees Two Crore Sixty-Nine Lakhs Fifty Thousand Only)** and in consideration of the same we have received a sum of Rs. _____/- (Rupees _____ only) towards part payment of the full consideration mentioned hereinabove from the above said in the following manner: -.

Date	Particulars	Amt. in Rs.
	Total	Rs. /-

WE SAY RECEIVED

MR. PANKAJ KUMAR SINGH

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