

## **Agreement for Sale**

**T**HIS AGREEMENT FOR SALE is made and entered into at  
Mumbai, this \_\_\_\_ day of **November 2024**,

### **Between**

**MRS. MARIA GORETTY BELLA DIAS**, aged about 63 years, (**PAN: AENPD5288C, Aadhar: \_\_\_\_\_**) & **MR. JOHN FRANCIS DIAS** aged about 70 years, (**PAN: ABYPD6420C, Aadhar: \_\_\_\_\_**) residing at A/402, Siddharth CHSL, I. C. Colony, Borivali West, Mumbai-400 103, both adults, Indian inhabitant, herein after called the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators, successors, and assigns) of the **FIRST PART**

### **AND,**

**MR. RAKESH JAYPRAKASH RANE** aged about 37 years, (**PAN: AYMPR6111M, Aadhar: 9443 5659 4549**) & **MRS. PRIYANKA RAKESH RANE** aged about 33 years, (**PAN: AJVPT0385P, Aadhar: 7117 1407 4288**), both adults, Indian inhabitant having present address at B/104, Gaondevi Darshan CHS, Devicha Pada, Retibundar X road, Dombivali West herein after called the **“TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators, successors and assigns) of the **SECOND PART**.

### **WHEREAS:**

The Transferor is lawfully in possession of the dwelling Premises being **Flat no. 1103, on the 11<sup>th</sup> floor, B-wing, adm. 34.95 sq. mtrs (carpet area) in the Ariana Residency., Sant Gorakumbhar Road, Devipada, Boriwali West** as its absolute Owner more particularly described in the schedule

annexed hereto and free from all sorts of encumbrances hereafter referred to as the **“SAID FLAT PREMISES”**.

**AND WHEREAS:**

BY AND UNDER AN Agreement for Sale Dated **14/09/2017** registered under **serial no. BRL-9-7739-2017** executed between **M/S. J V REALITY & DEVELOPERS**, (herein after referred as the said **“The Developer”**) therein and **MRS. MARIA GORETTY BELLA DIAS & MR. JOHN FRANCIS DIAS**, (herein called as **The Flat Purchasers**) therein and said Builders, agreed to sell the said Flat to the Purchaser and the Purchaser agreed to purchase from them Flat Premises being **Flat no. 1103, on the 11<sup>th</sup> floor, B-wing, adm. 34.95 sq. mtrs (carpet area) in the Ariana Residency., Sant Gorakumbhar Road, Devipada, Boriwali West.**

**AND WHEREAS**

- a. THE SLUM REHABILITATION AUTHORITY granted Part Occupancy Certificate dated 17.12.2021 bearing ref. no. SRA/ENG/3840/RC/PL/AP granting permission to Occupy Sale wing B, C & Rehab (PAP) wing D of composite building no. 9 on the terms and conditions contained therein.

The Transferee herein approached to the Transferor with an intention to purchase the **SAID FLAT PREMISES** and after various meetings and negotiations between both the parties, the Transferor has agreed to sell, transfer and assign the **SAID FLAT PREMISES** to the Transferee and the Transferee has agreed to purchase, acquire from Transferor the **SAID FLAT PREMISES** being **Flat no. 1103, on the 11<sup>th</sup> floor, B-wing, adm. 34.95 sq. mtrs (carpet area) in the Ariana Residency., Sant Gorakumbhar Road, Devipada, Boriwali West**, with all the fixtures, fittings and amenities as fixed in the **SAID FLAT PREMISES, for the total AGREED CONSIDERATION OF Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)** and both the parties hereto are desirous of executing this Agreement for sale in respect thereof.

**AND WHEREAS:**

Whereas Transferor has full right and interest and Ownership and possession of the **SAID FLAT PREMISES** in the said building situated at Village- Magathane.

**AND WHEREAS:**

The Transferor has agreed to transfer the said rights of the **SAID FLAT PREMISES** and hand over peaceful vacant possession of the **SAID FLAT PREMISES** to the Transferee at and for the total consideration of **Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)** together with all deposits and consideration made by the Transferor and with all other various local authorities for the beneficial enjoyment and occupation of the **SAID FLAT PREMISES**.

**Now This Agreement for Sale Witnessed as Follows:**

- 1) The Transferor shall sell, assign and transfer to the Transferee all their rights, title and interest in respect of the said Flat together with all the said shares and deposits and benefits thereof to the Transferee at and for the total consideration of **Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)** and the Transferee shall pay to the Transferor entire amount of agreed consideration of **Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)** in the following manners: -
  - a) **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)**, The Transferee has paid to the Transferor on/or before execution hereof as earnest money/token amount out of the total sale consideration amount.
  - b) **Rs. 21,00,000/- (Rupees Twenty-One Lakh Only)**, The Transferee shall pay /or has paid to the Transferor as part amount out of the total sale consideration amount.
  - c) **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)**, The Transferee shall pay to the Transferor within 45 days from the date of execution of this Agreement for sale, as balance Full & Final amount out of the total sale consideration amount /or through housing loan scheme of any Bank or any other financial institution.

The Transferor hereby admits and acknowledge to have received the said sum of Rs.1,50,000/- (Rupees One Lakhs fifty thousand Only) & Rs. 20,50,000/- (Rupees Twenty Lakh Fifty Thousand Only) being earnest money/token amount/part amount of the agreed consideration and the Transferor do hereby shall acquit and release and discharge every part thereof to the Transferee forever only after receipt of the balance FULL & FINAL amount of the total sale consideration as mentioned herein above.

The **Transferors** have acknowledged and agreed that the **Transferees** are required to deduct tax at source (**TDS**) under the **Section 194 IA of the Income Tax Act, 1961** out of the Consideration amount 1% of the value of this Deed. The **Transferees** have agreed to provide supporting Challan evidencing payment of **TDS** as mentioned above within prescribed time as provided by the Income Tax Authorities to the **Transferors**.

- 2) The Transferor assures that Transferor has not done any act, deed, matter or thing whereby Transferor is not prevented from selling or transferring the said shares and the **SAID FLAT PREMISES** in the manner herein provided unto the Transferee
- 3) The Transferor declares and agrees and undertakes to pay all the Municipal Taxes, Maintenance charges, Water Charges, Electricity, etc., or any other taxes, pertaining to the **SAID FLAT PREMISES** for a period prior to the date of handing over the physical possession of the **SAID FLAT PREMISES** by the Transferor to the Transferee, if incase any unpaid dues, charges, taxes are found or assessed/demanded subsequently, the Transferor shall be liable to pay the same and shall always indemnify the Transferee to the extent and any such dues are borne/payable by Transferor and after the **HANDING OVER THE POSSESSION** all such dues, charges, taxes shall be paid by the Transferee.
- 4) The Transferor declares that he has in himself the full right and absolute power and authority to sell, assign and transfer to the Transferee all his rights title and interest in respect of the **SAID FLAT PREMISES** and that no other person or persons has any right, title and interest or claim or demand of any nature whatsoever into over upon the **SAID FLAT**

**PREMISES** or any part thereof either by way of Sale Exchange, Mortgage, Gift, Trust, Lien Or otherwise over the **SAID FLAT PREMISES** and The Transferor assures the Transferee that his right, title and interest in the **SAID FLAT PREMISES** is totally free of encumbrances and has not been attached by either the taxation or any other authority and has not/is not a subject matter of any litigation pending before the Court. The Transferor further undertake to indemnify and keep indemnified to the Transferee against all such acts, actions claims, demands proceedings, cost and expenses arising from any Third person or persons relating to the **SAID FLAT PREMISES**.

- 5) The Transferee herein state that he is entering into this Agreement on the assurance given by the Transferor that the title of the **SAID FLAT PREMISES** holding is clear, marketable free of encumbrances and that the **SAID FLAT PREMISES** holding has been purchased out of the monies belonging to Transferor alone and that the Transferor is the OWNER of the **SAID FLAT PREMISES** and the **SAID FLAT PREMISES** has always been in his possession and occupation only and Transferor has not created any third-party rights or interest whatsoever in the **SAID FLAT PREMISES** . The Transferor further confirm that only Transferor is entitled to the **SAID FLAT PREMISES** and no other person/s is/are entitled to the SAID FLAT PREMISES. The Transferor hereby agrees to indemnify and keep indemnified the Transferee for and in respect to the same.
- 6) The Transferor further agrees that the Transferor shall not sell, assign, transfer and or agree to sell, or create any third party right in respect of the **SAID FLAT PREMISES** during the continuance of this agreement.
- 7) The Transferor hereby agrees and undertakes that on receipt of the full & final amount of consideration as mentioned in the clause (1) herein Transferor will **IMMEDIATELY HAND OVER PEACEFUL VACANT POSSESSION** of the **SAID FLAT PREMISES** to the Transferee along with all the relevant documents including receipts, bills, vouchers, correspondence etc., standing in his name and also agrees to handover all the Original Agreement for Sale and Share certificate of **SAID FLAT PREMISES**.

- 8) The Transferor declares that on giving **PEACEFUL VACANT POSSESSION** of the **SAID FLAT PREMISES** to the Transferee, the Transferee shall become exclusive OWNER of the rights, title and interest in respect of the **SAID FLAT PREMISES** which the Transferor had in the **SAID FLAT PREMISES** and then the Transferee shall quietly and peacefully hold possess, occupy and enjoy the **SAID FLAT PREMISES** without any let or hindrance or denial or demand or interruption or eviction or claim by the Transferor or any other person or persons lawfully or equitably claiming through under or entrust of the Transferor.
- 9) The Transferor hereby agrees and undertakes to execute all further Agreements, Sale Deed, Conveyance Deed, Rectification Deed, Affidavits, Undertakings etc., in favor of the Transferee as and when required by the Transferee, for perfectly and effectively transferring the **SAID FLAT PREMISES** with all benefits thereof including all amount standing to credit of the Transferor in the records of the said building towards deposit loan, stock bonds, sinking fund, dividend etc., unto the Transferee entirely at the cost of the Transferee.
- a) The Transferor further assures the Transferee that no notice whatsoever from any person/authority etc has been received by the Transferor claiming any right, encumbrances or demand on the SAID FLAT PREMISES or in any manner or way hindering the lawful and free transfer with respect to the **SAID FLAT PREMISES**. The Transferor further assures the Transferee that the **SAID FLAT PREMISES** is in a good condition.
- b) The Transferee declares in respect of the **SAID FLAT PREMISES** that he has inspected all documents in respect of the **SAID FLAT PREMISES** and is fully satisfied thereof.
- 10) The Transferee shall pay proper Stamp Duty as per the MAHARASHTRA STAMP DUTY ACT., and Registration charges as per the existing Market Value of the **SAID FLAT PREMISES**, and in event of the Transferee fails to pay the Stamp Duty and Registration charges as per the Market Value then the Transferee shall pay all the fines, penalties, interest etc.,
- 11) All expenses incidental to this agreement including stamp duty, registration fees etc., payable on this agreement shall be borne and paid by

the Transferee who shall also be liable to pay all outgoings in respect of the **SAID FLAT PREMISES** as and when due for payment from the date of possession.

- 12) It has been EXPRESSLY AGREED by the both parties herein that TIME should be essence of contract as far as the payment of above given balance agreed sale consideration is concerned and for handing over clear marketable, title and free from all encumbrances by Transferor.
- 13) It is hereby mutually AGREED upon by the Transferor as well as the Transferee hereto that the Transferee shall pay to the Transferor the balance full & final amount of the total sale consideration, as mentioned date. Failing which the said sale agreement stands cancelled.

**:THE SCHEDULE OF THE FLAT PREMISES/TENEMENT REFERRED**

**TO:**

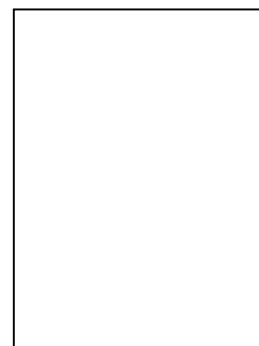
**Flat no. 1103, on the 11<sup>th</sup> floor, B-wing, adm. 34.95 sq. mtrs (carpet area) in the Ariana residency., constructed on CTS no. 217 and 217/1 to 217/58, 218 and 218/1 to 218/32, lying being and situated at Village -Magathane, Sant Gorakumbhar Road, Devipada, Borivali West, Taluka- Borivali, Dist- Mumbai Suburban, Within the area of sub registrar Borivali.**

IN WITNESS WHEREOF the said TRANSFERORS and TRANSFEREE have hereunto set their respective hands, the day, month and the year first hereinabove written in the presence of following witnesses:

**SIGNED, SEALED & DELIERED** by

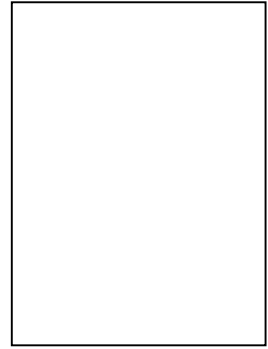
The within-named **“TRANSFERORS”**

**MRS. MARIA GORETTY BELLA DIAS**



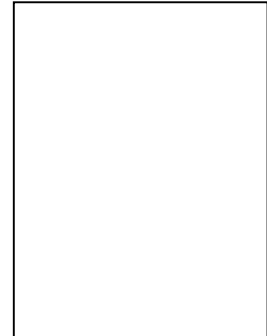
**MR. JOHN FRANCIS DIAS**

\_\_\_\_\_



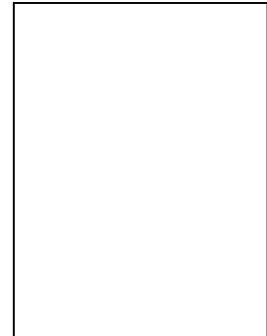
**SIGNED, SEALED & DELIVERED** by  
The withinnamed "**TRANSFEREES**"  
**MR. RAKESH JAYPRAKASH RANE**

\_\_\_\_\_



**MRS. PRIYANKA RAKESH RANE**

\_\_\_\_\_



In the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_



**: RECEIPT:**

Received of and from the within-named "TRANSFEREES" **MR. RAKESH JAYPRAKASH RANE & MRS. PRIYANKA RAKESH RANE**, for the Transfer of Flat Premises as mentioned herein above in the **SCHEDULE** of the Flat Premises, a sum of **Rs. 1,50,000/- (Rupees One Lakh Fifty thousand Only)** being earnest money/token amount on the above given terms & conditions OUT OF Total Sale Consideration of **Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)**, as mutually agreed above paid in the following manners by way of: -

Sr no.	Amount	Cheque no	Date	Bank Name
1	1,50,000/-	186331	03.11.2024	Central Bank of India

I SAY RECEIVED **Rs. 1,50,000/-**

**MRS. MARIA GORETTY BELLA DIAS**

**MR. JOHN FRANCIS DIAS**

Transferors

Witness:

1) \_\_\_\_\_

2) \_\_\_\_\_

**: RECEIPT:**

Received of and from the within-named "TRANSFEREES" **MR. RAKESH JAYPRAKASH RANE & MRS. PRIYANKA RAKESH RANE**, for the Transfer of Flat Premises as mentioned herein above in the **SCHEDULE** of the Flat Premises, a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being Part amount on the above given terms & conditions OUT OF Total Sale Consideration of **Rs. 82,50,000/- (Rupees Eighty-Two Lakhs Fifty Thousand Only)**, as mutually agreed above paid in the following manners by way of: -

Sr no.	Amount	Cheque no	Date	Bank Name
1				

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

**MRS. MARIA GORETTY BELLA DIAS**

**MR. JOHN FRANCIS DIAS**

Transferors

Witness:

1) \_\_\_\_\_

2) \_\_\_\_\_