

WITHOUT PREJUDICE

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this ____ day of December, 2024,
Between

- 1) **MR. SUNEEL MAHESH SHAH** aged 43 years, having Pan No.: **CELPS6310E** an adult, Indian Inhabitant residing at Flat no. 502, Building no. 105, Shriram CHSL., Opp. Post Office, Ghatkopar (East), Mumbai – 400 075. (Hereinafter referred to as the “Seller”) (which expression shall unless it be repugnant to the context or meaning thereof mean and include his executors, administrators and assigns) of the **ONE PART**;

AND

- 1) **MR. AAKASH ASHOK RANE**, aged about 32 years having Pan No. **AYZPR5229D** and 2) **MRS. RANJANA ASHOK RANE** aged about 73 years having Pan No. **ATHPR4755K** both are an adult, Indian Inhabitants residing at Flat No. C/104, Maitri Pooja CHSL., Viva College Road, Near Y.K. Nagar, Virar West, Thane - 401303 (herein after referred to as “Purchasers”) which expression shall unless it be repugnant to the context or meaning thereof be deemed to include

their heirs, executors, successors and assigns) of the **SECOND PART**;

WHEREAS:-

WHEREAS MR. MAHESH JAYANTILAL SHAH (*Father of Seller*) was the original owner of Flat No. 3178 in the building No.105 and society namely, Pantnagar Shri Ram Co-operative Housing Society Ltd. located at Opp. Pantnagar Post Office, Pantnagar, Ghatkopar (East), Mumbai – 400 075, (Herein after referred to as the “Said Society”)

AND WHEREAS MR. MAHESH JAYANTILAL SHAH being the owner of Flat No. 3178 in the society namely, Shri Ram Co-operative Housing Society Ltd. was allotted Five (5) Fully paid-up shares of Rs.50/- each aggregated to Rs. 250/- from Distinctive No. 116 to 120 vide Share Certificate No. 24 on 28th April,1998 (Herein after referred to as the “Said Share Certificate”)

AND WHEREAS “Said Society” went under the scheme of Redevelopment with M/S Dev Realty Corporation Vide a document namely Development Agreement dated 18th August,2006 which was duly being signed stamped at the Sub-Registrar of Assurances at Kurla vide Document No. BDR3-05541-2206 and the adjudication and payment of Stamp Duty under 5 (g.a) scheme on 03/ 08/2006 vide Case No. Adj/648/06.

AND WHEREAS MR. MAHESH JAYANTILAL SHAH was being allotted Flat No. 502 admeasuring 395 sq. ft. carpet area on 5th Floor in the new building of the “Said Society” i.e. Building No. 105, Shri Ram Co-operative

Housing Society Ltd. located at Opp. Pant Nagar Post Office, Pant Nagar, Ghatkopar (East), Mumbai – 400 077.

WHEREAS Permanent Alternate Accommodation Agreement dated 16th October,2024 was sign admit and executed between the Mr. Mahesh Jayantilal Shah and “Said Society” before the Sub-Registrar of Assurances at Kurla vide Document No. KRL1-19823-2024 and the stamp duty was paid on the same date i.e. 16th October,2024.

WHEREAS pursuant to the aforesaid PAAA, Mr. Mahesh Shah being the owner of the “Said Flat Premise” gifted all his 100% sole right, title and interest of the “Said Flat Premise” to his Son the present Seller **MR. SUNEEL MAHESH SHAH** through **DEED OF GIFT** dated _____ duly signed, stamped and registered before the Sub- Registrar of Assurances at Kurla vide Document No. KRL_____.

AND WHEREAS the “**Seller**” being the sole owner of “**Said Flat Premise**” in the “**Said Society**” herein proposes and agrees to sell and the “**Purchasers**” have agreed to purchase from “**Seller**” all his 100% right, title and interest, entitlement, benefits of the “Said Flat Premise” and the “Said Share” of the “Said Society” for a total consideration of **Rs. _____ /-**
(RUPEES _____ ONLY) (TOTAL CONSIDERATION)

AND WHEREAS the parties are desirous of recording the terms and conditions of the said agreement in the manner hereinafter appearing.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS THAT:

1. The **“Seller”** herein have agreed to sell to the **“Purchasers”** and the **“Purchasers”** have agreed to purchase the said Flat No. 502 admeasuring about 395 sq. ft. carpet area in the society known as “Shri Ram Co-operative Housing Society” and more particularly described in the Schedule hereinafter written, along with all the liberties, privileges thereto and all the estate, possession, right, title, interest, entitlement, benefits and/or whatsoever of the “Seller” and the “Said Flat Premise” together with the permanent and absolute right to occupation in the “Said Flat Premise” alongwith all rights and interest of the **“Seller”** upon the “Said Flat Premise” and the “Share” of the **“Said Society” for a total consideration of Rs.____/- (RUPEES _____ ONLY) (FULL CONSIDERATION)**

2. The said consideration of **Rs._____-/- (RUPEES _____ ONLY)** is partly paid by the **“Purchasers”** to the **“Seller”** as under: -

a) The **“Purchasers”** have already paid an amount of **Rs._____-/- (Rupees _____ Only)** Vide **Pay order No. _____ dated _____** of the **Axis Bank** in the name of **Mr. Suneel Mahesh Shah.**

a. The **“Purchasers”** have agreed to pay TDS amount of **Rs. _____/- (Rupees _____ Only) @ 1%** of the total sale consideration amount of **Rs. _____/- (Rupees _____ Only)** directly to the Income Tax Authority within the statutory time limit on behalf of the **“Seller”** and **“Purchasers”** would issue TDS Certificate in the prescribed form in favor of the “Seller” within the stipulated time period from date of execution of this Agreement and at the Convenience of **“Purchasers”**.

- b) And the **“Purchasers”** shall pay the balance consideration amount of **Rs. _____/- (Rupees _____ Only)** to the **“Seller”** by obtaining full Bank Loan from the Bank, the said balance consideration will be directly paid by the **“Purchasers”** or **“Purchaser’s”** bank to the **“Seller”** directly further the **“Seller”** has agreed to provide necessary **“NOC’s”** of the Society and bank in favor of **“Purchasers”** in respect of the sale of the **“Said Flat Premise”**
3. On receiving the balance sale consideration of **Rs. _____/- (Rupees _____ Only)** this Agreement for Sale shall be considered as the **“Sale Deed”**, Furthermore on receipt of the balance consideration the **“Seller”** herein will put the **“Purchasers”** in physical possession and ownership of the **“Said Flat Premise”**, further **“Seller”** shall also execute in favor of the **“Purchasers”** deliver **“Purchasers”** all the required transfer documents along with a letter accompanying necessary transfer documents addressed to **“Said Society”** and/ or any competent authority signed by the **“Seller”** requesting the Society to bring on record of the Society, the names of the **“Purchasers”** as lawfully holding the rights, title and interest in the **“Said Flat Premise”** and the **“Seller”** agrees to get transferred the **“Said Flat Premise”** and the **“Said Shares”** in the names of the **“Purchasers”** in the society’s records after the balance consideration is paid to the **“Sellers”**. It is further agreed that on payment of Balance consideration the **“Purchasers”** shall get quite & vacant physical possession of the **“Said Flat Premise”** on receipt of the **“Full and Final Payment”** and the **“Purchasers”** shall become the absolute joint owner of the **“Said Flat Premise”** and **Henceforth The “Seller” And/Or Any Of his Heirs, Executors, Administrators, Assigns Shall Not Claim Any Right, Title Or Interest Whatsoever Thereafter In The “Said Flat Premise” And The “Said Share” Of The “Said Society”**
4. Whereas in respect of payment of balance consideration, if **“Purchasers”** does not pay the Balance Consideration to the

“Sellers” within **30 days** of the execution of this present Agreement for sale then in that event, the **“Sellers”** may give a buffer period of more 30 days aggregating to the period of **60 days** from the date of execution of this present deed of agreement if still the **“Purchasers”** fail to pay the balance consideration then in that case the **“Sellers”** may notify to the **“Purchasers”** for initiating process of execution of “Deed of Cancellation” of this Agreement of Sale and in the event, if the **“Purchasers”** not co-operating for registration of the “Deed of Cancellation”, in that circumstances the said deal would be presumed as cancelled automatically without serving any notice to the **“Purchasers”**

5. The **“Seller”** herein shall undertake with the **“Purchasers”** to rectify all types of defects in the title or claims adverse or actions/claims unpaid Stamp duty or Registration charges or otherwise rights, title, interest etc. in respect of the **“Said Flat Premise”** which the **“Purchasers”** may discover on a later date in future, hence the **“Seller”** shall be held fully responsible & accountable to remove/rectify all such defective titles etc., if found out later on. All such rectifications would be carried out at the “Seller” cost.
5. The **“Seller”** agrees and renders himself liable to pay all the outgoing arrears /stamp duty/penalties or any other charges raised during the tenure of **“Seller”** and/or his legal heirs possession further charges if any of past transaction’s, if any penalties thereon, any other Money Claims and dues relating to prior date of handing over the possession of “Said Flat Premise” and to settle, satisfy and discharge all former and other rights, title, interest and/or demands, if any one whatsoever and of any nature whatsoever and assures to keep the **“Purchasers”** duly indemnified, held harmless, safe and unaffected.
6. The **“Seller”** hereby declares the **“Purchasers”**:
 - (a) That he have good right full power and absolute authority to sell and transfer the “Said Flat Premise” and that neither he nor any one on his behalf has or have committed any commission or omission or any act, deed, matter thing

whereby the “Said Flat Premise” or any part thereof can be forfeited and extinguished.

- (b) That he have herein have from time to time and at all times since after entering into the aforesaid Agreement observed the terms and conditions of the aforesaid Agreement they themselves have good right, full power and absolute authority to sell and dispose of the said Premises and they have truly, faithfully and honestly disclosed all the facts to The “Purchasers” without suppressing or misrepresentations of any facts from “Purchasers” and their rights in respect of the said Premises are absolutely clear, marketable and free from all encumbrances.
- (c) that he have not in any way encumbered or agreed to encumber by way of mortgage, charge, lien, trust, sale, lease, tenancy of otherwise whatever his right, title, and interest of “Said Flat Premise” and that the same is free inter from all encumbrances of whatsoever nature.
- (d) The seller would provide latest account statement and NOC from the concerned Bank/ Financial Institution to the effect that the entire loans availed by them on the said premises is fully repaid to the concerned institution / bank, after ___ days once the Seller is in receipt of total consideration.
- (e)** The Seller doth hereby undertake to hand over all the original documents relating to the title of the “Said Flat Premise” (including previous chain of Sale Agreements) papers, Allotment letter, Sets of Key, Share Certificate, loan settlement paper (if any), No-Lien Letter/Certificate, No Dues Certificate, Car Parking Allotment Letter, Possession letter and any other documents concerning to the said Premises to purchaser / loan issuing Bank / Financial Institution against the receipt of the full consideration of Rs. _____/- (Rupees _____ Only) as aforesaid.

(f) that he is entitled to all 100% right, title and interest of the “Said Flat Premise” in the manner recited hereinabove, and no other person/s apart from his is in custody, possession and occupation of the “Said Flat Premise” that no other person or persons is or are liable or entitled to claim any right, title and interest of whatsoever nature either by way of tenancy , sub - tenancy , license , lease, sub-lease, employee or claim any other right, title or interest even occupational right in the “Said Flat Premise” or any part thereof ;

(g) that there is no prohibition order issued by any revenue authority or by taxing authority or by any other public body or authority for transfer of the “Said Flat Premise”.

(h) that the “Said Flat Premise” is not into any litigation nor any competent court have ever ordered any third-party rights in this “Said Flat Premise”.

(i) that he have not entered into any Agreement with any person/s or company or any other statutory body nor have they received any earnest money or deposit for sale, lease, tenancy and / or transfer of the **“Said Flat Premise”**.

(j) They assure to **“Purchasers”** that the “Said Flat Premise” is free from any encumbrances/mortgage/litigation/claim further it has a clear and marketable title.

7. The **“Seller”** shall execute all documents, applications and transfer forms as required to get the “Said Flat Premise” **and** the “Share” of the “Said Flat Premise” transferred in the name of **“Purchasers”** in the said society’s record and further ensure that the **“Purchasers”** be admitted by the **“Said Society”** as joint member. Further **“Seller”** hereby grants to **“Purchasers”** all rights to get the electricity meter’s deposit lying with the power supplying company transferred in the name of **“Purchasers”**.

8. The **“Seller”** shall hand over to the **“Purchasers”** all the original documents/Agreements for Sale with the previous owner/s alongwith all the original documents and further to sign and submit all the necessary documents required under MCS Act, 1960 and any other laws time being in force. The **“Seller”** further agrees to deliver to the **“Purchasers”** in future all the deeds, documents and writings, which might be in his possession or custody relating to the title of the **“Seller”** in respect of the **“Said Flat Premise”** hereby transferred.
9. The **“Purchasers”** have read and are aware about all the provisions of the Bye-Laws of the Society and agree to abide by the laws and rules of the **“Said Society”**
10. The **“Purchasers”** shall bear all the Stamp Duty, Registration Charges of the present “Agreement for Sale”.
11. The Society’s Transfer Fees Shall Be Borne and Paid By Both The Parties Equally.
12. The **“Seller”** shall, on request of **“Purchasers”** present himself at the Office of the Jt. Sub-registrar of Assurance, Mumbai to sign, admit and execute of this present “Agreement for Sale”. The **“Sellers”** further agrees to obtain any other certificate / documents/ papers required from the society for the payment of stamp duty and registration purpose.
13. The aforesaid recitals between the parties hereto shall form integral part of this Instrument.
14. All disputes under this agreement are subject to the jurisdiction of court in Mumbai

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT **100%** of Flat No. 502, admeasuring about 395 sq. ft. carpet area on 5th Floor, in the building No.105 known as “Pantnagar Shree Ram” and society known as Pantnagar Shri Ram Co-operative Housing Society Ltd. located at Opp. Pant Nagar Post Office, Pant Nagar, Ghatkopar (East), Mumbai – 400 077. and bearing C.T.S. No. 186 (Part) and Survey No. 236(A) of Village Ghatkopar, Taluka Kurla, Dist. Mumbai Suburban.

**IN THE WITNESS WHEREOF THE PARTIES HAVE HEREINTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DATE, DAY AND
THE YEAR FIRST HEREINABOVE MENTIONED :**

SIGNED AND DELIVERED by the)
Within named "**Seller**")
MR. SUNEEL MAHESH SHAH)

<i>Photograph</i>	<i>Left Thumb Impression</i>	<i>Signature</i>

In the presence of.....)

WITNESSES:

1. _____

2. _____

SIGNED AND DELIVERED by the)
 Within named "**Purchasers**")
MR. AAKASH ASHOK RANE)

<i>Photograph</i>	<i>Left Thumb Impression</i>	<i>Signature</i>

MRS. RANJANA ASHOK RANE

<i>Photograph</i>	<i>Left Thumb Impression</i>	<i>Signature</i>

In the presence of.....)

WITNESSES:

1. _____

2. _____

RECEIPT

RECEIVED with thanks from the “Purchasers” Rs. _____/- (Rupees _____ Only) as PART CONSIDERATION from the TOTAL CONSIDERATION AMOUNT of Rs. _____ /- (RUPEES _____ ONLY) (TOTAL CONSIDERATION) after deduction T.D.S Amount of Rs. _____/- (Rupees _____ Only) further Balance amounting to Rs. ____/- (Rupees ____ Only) will be paid via obtaining a Full Bank Loan by the “Purchasers” to the “Seller” towards purchasing of the right, title and interest of the “Said Flat Premise”.

Date	Mode	Ref No.	BANK	Beneficiary	Amount
TOTAL		Rs. _____/- (Rupees _____ Only)			

Place: Mumbai
Date:

I SAY RECEIVED
AS PER ABOVE,

MR. SUNEEL MAHESH SHAH

WITNESSES:

1. _____

2. _____