

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on ____ day of _____, 2024

BETWEEN

Smt. Pragna Arun Parikh, aged ____ years, Indian, Inhabitant of Mumbai, residing at Flat No. 202A, 2nd Floor, Building No.4, Minal Mandir CHS Ltd, Anmol Complex, Andheri – Kurla Road, Andheri (East), Mumbai – 400059, hereinafter called and referred to as “the SELLER” (which expression shall unless repugnant to the context or meaning thereof shall mean and include her heirs, administrators and assigns) of the ONE PART:

AND

1) Mr. Sahil ~~S~~-Kansal aged 40 years and 2) Mrs. Parul ~~BS~~ ~~Kansal~~, aged _____, 37 years, both adults, Indian Inhabitants, presently residing at Flat No.502, Building No.1, Minal Mandir CHS Ltd, Anmol Complex, Andheri – Kurla Road, Andheri (East), Mumbai – 400059, hereinafter called and referred to as “the PURCHASERS” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, administrators and assigns) of the OTHER PART :

AND WHEREAS by an Agreement for Sale dated 11th day of November, 1991 made and entered into between Anmol Properties Private Limited (therein called and referred as to “the Builders) and the Seller and her deceased husband viz, Late Shri. Arun Navnitlal Parikh, (therein called and referred as to “the **Flat Holders**” the said Builders had sold, transferred **Flat No.202A, 2nd Floor, Building No.4, Minal Mandir CHS Ltd, Anmol Complex, Andheri – Kurla Road, Andheri (East), Mumbai – 400059** (hereinafter referred to as “**the said FLAT**”) duly registered at the office of Sub-Registrar, Andheri No-1.

AND WHEREAS the SELLER is the bonafide member of the **Minal Mandir Co-operative Housing Society Limited** and holding its **Five (05)** fully paid-up shares of Rs.50/- each bearing distinctive numbers from **446** to **450** (inclusive both) under Shares Certificate No.**90**, Member's Register No.**90** dated 25th September, 1995 (hereinafter called and referred to as "the said Shares").

AND WHEREAS the SELLER's husband expired on _____ leaving behind the SELLER as his only legal heir.

AND WHEREAS by virtue of the aforesaid agreement, SELLER is the absolute owner, seized and possessed and/or well sufficiently entitled in respect of the said Flat.

AND WHEREAS the SELLER has paid and cleared all the dues, taxes, outgoing, society maintenance charges, taxes Electricity charges/dues etc. in respect of the aforesaid flat premises upto date.

AND WHEREAS the SELLER have informed the said society under bye-laws No.38(a) the intention of transfer of the shares and interest in the capital/property of the said society and obtained the necessary permission from the said society to sell, transfer and assign the flat premises to the PURCHASERS.

AND WHEREAS the SELLER has agreed to sell, transfer and assigns and the PURCHASERS have agreed to purchase and acquire all her rights, title and interests of the SELLER in the above said flat premises with absolute ownership rights of use and occupation of the said flat premises and also the said **Five** fully paid shares for the total consideration of Rs.2,05,00,000/- (Rupees Two Crore Five Lakh only) as and by way of full and final consideration, including furniture, fixture & electrical accessories.

AND WHEREAS the PURCHASERS have accepted the above offer of the SELLER on the terms and conditions agreed by and between the parties hereto as under :-

NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER :-

1. The SELLER hereby agrees to sell and the PURCHASERS hereby agrees to purchase and acquire the said Flat, alongwith its, occupancy, possessory and ownership rights together with membership & shares and other benefits of the said Society including but not limited to the car parking space No.48 under stilt at no additional cost to the PURCHASERS and as allotted to her by the said Builders vide Allotment Letter Dated 27th December, 1991, unto and in favour of the PURCHASERS herein forever and absolutely from the date of receipt of full and final consideration hereof and shall also put the PURCHASERS in exclusive use, occupation, possession and enjoyment of the above said flat premises on receipt of full and final consideration.

2. That the purchase price of the said flat premises shall be Rs.2,05,00,000/- (Rupees Two Crore Five Lakh only) including the value of Rs.250/- for the **Five** shares of the said society which consideration amount the PURCHASERS shall pay to the SELLER in the following manner :-

i) Rs. _____/- (Rupees : _____ only) paid on or before execution of these presents as and by way of part consideration and the SELLER hereby agree to hand over all the original documents pertaining to the Deed of Title to the Banker of the Transferee prior to disbursement of loan amount.

ii) Rs. _____/- (Rupees : _____ only) be deducted by way of the amount of 1% TDS as per the provision of CBDT, payable for and on behalf of SELLER by the Transferee and Transferee hereby agree to provide copy of the challan to the SELLER.

iii) Balance amount of Rs. _____/- (Rupees : _____ only) to be paid within _____ working days from the date of registration of these presents as and by way of full and final consideration, subject to all required documents and NOC/s of Society and on receipt of the full and final consideration as aforesaid the SELLER shall handover vacate, peaceful and physical possession of the said flat premises to the PURCHASERS and on that day this transaction shall be construed as completed and this document shall be treated as **“Sale Deed”** in all its respects.

3. The SELLER has obtained the necessary permission from the said society to transfer all her rights, title, claim, interest and benefits whatsoever enjoyed by the SELLER including the shares, deposits, if any, in favour of the PURCHASERS. The SELLER undertakes to assist and co-operate to execute, produce, procure and/or cause to be executed, produced or produced any documents and/or writing whatsoever for further assuring in law and for better and more perfectly transferring all rights, title and interest benefit of the SELLER in respect of the said flat premises unto the PURCHASERS for exclusive use of PURCHASERS thereof as aforesaid.

4. The SELLER doth hereby covenants with the PURCHASERS that the said flat premises agreed to be sold is free from all encumbrances of any nature, whatsoever and that

the SELLER has full and absolute power and authority to transfer and deliver possession of the said flat premises to the PURCHASERS. No other person/s or party/ies have any right, title and interest, property claiming or demand into over or upon the same or any part thereof either by way of sale, exchange, mortgage, gift, trust, inheritance and tenancy or lien or otherwise howsoever over the said flat premises.

5. The SELLER doth hereby covenant with the PURCHASERS that the SELLER has agreed to pay to the said society maintenance charges, electricity charges, telephone bills and other out goings etc. upto the possession of the said flat premises and after the date of possession the liabilities of society maintenance charges, electricity bills and other out goings pertaining to the flat premises will be borne by the PURCHASERS.

6. The SELLER hereby further covenants with the PURCHASERS that the PURCHASERS shall henceforth quietly and peacefully possess and occupy and enjoy the said flat premises without any let, hindrance, denial, demand, interruption or eviction by the SELLER or any other person/s lawfully or equitable claiming through under or in trust for the SELLER.

7. The SELLER hereby declares that she has paid all the outgoings in respect of the said flat premises upto date.

8. The SELLERs hereby further declare that the said flat premises is free from all encumbrances beyond reasonable doubts and hereby undertakes to indemnify and keep indemnified the PURCHASERS against all demands, claims, proceedings, costs and expenses arising from any third person and/or persons relating to the said flat premises.

10. That the SELLER further undertake to co-operate with the PURCHASERS for the transfer of membership of the **Minal Mandi Co-operative Housing Society Limited** to the name of the PURCHASERS.

11. The SELLER hereby agrees to sign necessary applications, forms, letters, affidavits, N.O.C. and other documents as may be required for the above transfer in favour of the PURCHASERS.

12. The SELLER hereby declares that she herself, her family members, nominees etc. have No Objection for the effectual transfer of the above said flat and the membership/shares of the said Society and none of them shall claim any right, title and interest in the above said flat premises in future.

13. The SELLER hereby declares and represents that :-

a) The SELLER has not entered into any agreement/s with any other person/s in respect of the above said flat premises.

b) That SELLER has not mortgaged, alienated or charged with the above said flat premises and the same is free from all encumbrances.

c) That SELLER has not assigned / transferred her rights, title and interests in the above said flat premises to any third person/s.

d) Except the SELLER no other person/s have any rights, title and interests in the above said flat premises and she being the owner of the above said flat premises have got full and absolute right to assigns and transfer all her rights in the above said flat premises in favour of the PURCHASERS.

e) The SELLER hereby declares that there is no prohibitory order by any Government and/or local authority or injunction by any court restraining her from handing over and/or transferring the said flat. The SELLER further declares that no attachment has been levied on the said flat.

f) The SELLER is the only legal heir of her deceased husband viz, Late Shri. Arun Navnitlal Parikh.

14. The PURCHASERS hereby undertake to join the membership of the said Minal Mandir Co-operative Housing Society Limited and abide by the rules and regulations and bye-laws of the said society and discharge all the liabilities of the said flat premises from time to time.

15. The SELLER hereby declares that on receipt of the full and final consideration amount of the above said flat premises the SELLER shall have no more claim, right, title, shares, interest on the above said flat premises and the PURCHASERS shall be entitled to hold, occupy, use and enjoy the above said flat premises without any interruption by the SELLER or any other person/s claiming through or under her.

16. The SELLER hereby declares that she has No Objection for the transfer of the above said flat premises in favour of the PURCHASERS.

17. The SELLER further declares that she has also No Objection for the transfer of membership/shares of the Minal Mandir Co-operative Housing Society Limited, in favour of the Transferee.

18. The SELLER hereby hands over all the original documents, papers, receipts, allotment letter/order, Share Certificate and along with other document/s agreement/s etc. pertaining to the above said flat premises to the PURCHASERS.

19. That the SELLER hereby agrees and confirms that the possession of the aforesaid flat premises shall be handed over to the PURCHASERS on receipt of full and final consideration amount without any delay and excuses.

20. The PURCHASERS agrees to pay Stamp Duty & Registration fees of these presents pertaining to the said Flat Premises, however society transfer charges shall be borne and paid by SELLER alone. The SELLER agrees to co-operate with the PURCHASERS to complete the registration formalities.

THE DESCRIPTION OF PROPERTY - SCHEDULE

: 9 :

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

SIGNED, SEALED AND DELIVERED)

By the within named "SELLERS")

)

PAN No.)
Aadhaar No.)
IN THE PRESENCE OF)

1.

2.

SIGNED, SEALED AND DELIVERED)
By the withinnamed "TRANSFEE")
)

PAN No.)
Aadhaar No.)

IN THE PRESENCE OF)

1.

2.

RECEIPT

Date :

RECEIVED of and from the withinnamed PURCHASERS
_____, a sum of Rs._____/ -
(Rupees : _____ only) as and by way of part
consideration amount in respect of _____, in
the following manners :-

<u>Amount</u>	<u>Cheque No.</u>	<u>Date</u>
<u>Drawn On</u>		

I SAY RECEIVED Rs. /-

(SELLERs)