

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at **Mumbai** on this ____ day of **December, 2024**.

BETWEEN

1) **MRS. REKHA H. SHASTRI**, aged 61 years, PAN. AFXPS7953L, and
2) **MR. HARSHVARDHAN RAM SHASTRI**, aged 61 years, PAN. ANIPS7775H, both adults, Indian Inhabitants, having address as 20/B/702, Bimbisar Nagar, Hill View CHSL, Off. Western Express Highway, Near SRPF Camp, Goregaon (East), Mumbai – 400 065., hereinafter referred to as “**THE SELLERS**” (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;**

AND

MR. YOGESH KUMAR, aged about 38 years, PAN. BYLPK1668Q, an adult, Indian Inhabitant, having address E54, Moti Vihar, Chak Gator, Pratap Nagar, Mahima Panache, Sanganer, Pratap Nagar, Sector 11, Jaipur, Rajasthan – 302 033., hereinafter referred to as “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assignees) **OF THE OTHER PART.**

WHEREAS vide an Agreement dated 31st March, 1990 made and entered into between **M/S. DATTANI CONSTRUCTIONS**, therein referred to as “the Developer” of the one part and 1) **MR. HARRY CRASTO** and 2) **MRS. PRECILLA H. CRASTO**, therein referred to as “the Purchasers” of the Other part and the said Developer agreed to sell, transfer, to the Purchasers a Residential Flat on ownership basis viz bearing **Flat No. 602, on 6th Floor, in Wing “A”, admeasuring about 82.4 Sq. Mtrs. super built-up area, in the society known as “Suraj Heights ‘A’ Co-op. Hsg. Soc. Ltd.”, situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai – 400 063.,** and more particularly described in the

schedule hereunder written (hereinafter referred to as “**the said Flat**”) at or upon terms and conditions therein mentioned and they took vacant and peaceful possession of the said Flat and they were in exclusive use, occupation and enjoyment of the said Flat. The said Agreement dated 31st March, 1990 was duly registered by executing a Deed of Confirmation dated 21st June, 1993 vide Document No. PBBJ/1-787/1993 dated 23/07/1993.

AND WHEREAS various Flat Allottee/Purchasers formed a registered co-operative housing society named “**SURAJ HEIGHTS ‘A’ CO-OPERATIVE HOUSING SOCIETY LIMITED**” (hereinafter referred to as “**the said Society**”) a society formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under **Registration No. MUM/N-P/HSG/TC/10212/98-99 Dated 06/02/1999** (hereinafter referred to as “**the said Society**”) and by virtue of the membership of the said society, the said **1) MR. HARRY CRASTO and 2) MRS. PRECILLA H. CRASTO** became the bonafide and registered members of the society and the said society duly issued in their names Share Certificate No. 034, Members Register No. 34 having 5(Five) fully paid up shares of Rs. 50/- each bearing distinctive no.’s from 166 to 170 (both inclusive) on 13th August, 2003, (hereinafter referred to as “**the said Shares**”).

AND WHEREAS vide an Agreement For Sale dated 24th November, 2004 made and entered into between **1) MR. HARRY CRASTO and 2) MRS. PRECILLA H. CRASTO**, therein referred to as “the Transferors” of the one part and **1) MRS. REKHA H. SHASTRI and 2) MR. HARSHVARDHAN RAM SHASTRI**, therein referred to as “the Transferees” of the Other part and the said Transferors agreed to sell, transfer, to the Purchasers a Residential Flat on ownership basis at or upon terms and conditions therein mentioned and therefore they took vacant and peaceful possession of the said Flat and they became absolute owners and entitled to and they are in exclusive use, occupation, enjoyment and possession of the said Flat. The said Agreement for Sale dated 24th November, 2004 was properly stamp duty paid and was lodged for registration with the office of the Sub-Registrar of Assurances, Borivali-1 bearing Document No. BDR-2/10756/2004 dated 24/11/2004. Thereafter, the said society duly transferred the Share Certificate No. 034 in the joint names of **1) MRS.**

REKHA H. SHASTRI AND 2) MR. HARSHVARDHAN RAM SHASTRI and their names were duly endorsed on the back side of the Share Certificate on _____ which is valid and subsisting as on date.

AND WHEREAS the SELLERS herein i.e. **1) MRS. REKHA H. SHASTRI and 2) MR. HARSHVARDHAN RAM SHASTRI** are in peaceful possession of the said Flat and they are now desirous of selling of on ownership basis the said Flat to prospective PURCHASER herein.

AND WHEREAS the PURCHASER herein i.e., **MR. YOGESH KUMAR** have offered to purchase the said Flat for a total lumpsum consideration of **Rs. 1,02,00,000/- (Rupees One Crore and Two Lakhs Only)**.

AND WHEREAS the said SELLERS herein have agreed to sell and transfer and the said PURCHASER herein have agreed to purchase and acquire all rights, title, and interest of the SELLERS in the said Flat including the right of occupation of the said Flat in the said Society including their rights, title, and interest in the said Flat.

AND WHEREAS the Parties hereto have agreed to reduce into writing the Terms and Conditions on which the SELLERS have agreed to sell and transfer and the PURCHASER have agreed to purchase and acquire the rights, title and interest of the SELLERS in the said Flat including the entire interest of the SELLERS in the said Society;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. That the recitals hereinabove shall form integral part of this Agreement.
2. That the SELLER doth hereby agree to transfer unto the PURCHASER and the PURCHASER doth hereby purchase and acquire all right, title, and interest of the SELLER in the said Flat including the right of occupation of the said Flat bearing **Flat No. 602, on 6th Floor, in Wing "A", admeasuring about 82.4 Sq. Mtrs.**

super built-up area, in the society known as “Suraj Heights ‘A’ Co-op. Hsg. Soc. Ltd.”, situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai – 400 063.

3. The said consideration will be paid by the PURCHASER to the SELLERS as follows that is to say;
 - a. Another sum of **Rs. 85,98,000/- (Rupees Eighty-Five Lakhs and Ninety Eight Thousand Only)** shall be payable by the PURCHASER to the SELLERS from his own funds at the time of registration of Agreement For Sale as token money / part payment.
 - b. Another sum of **Rs. 1,02,000/- (Rupees One Lakh Two Thousand Only)** is deducted as tax deducted at source TDS @ 1% (**on total agreement value of Rs. 1,02,00,000/-**) and said TDS shall be deposited by the PURCHASER as per Section 194-IA of the Income Tax Act, 1961 and the same shall form part of the total lumpsum consideration herein and the said amount shall deemed to be received by the SELLERS herein and the PURCHASER shall deposit the said TDS amount in the Government Treasury/Account and shall produce the TDS certificate to the SELLERS.
 - c. And balance sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** shall be payable by the PURCHASER to the SELLERS within 30 to 45 working days from the date of registration of this Agreement for Sale vide obtaining loan from Bank/Financial Institution/Own Funds as FULL and FINAL payment.
 - d. Hence, the total lumpsum consideration of the said Flat is **Rs. 1,02,00,000/- (Rupees One Crore and Two Lakhs Only)**.
4. The SELLERS have obtained the consent from the said society for transfer of the Said Flat in favour of PURCHASER. The SELLERS have obtained **No Objection Certificate (“NOC”)** dated _____ stating no dues pending towards said society against the Said Flat till the execution of this Agreement for Sale.

5. The SELLERS doth hereby declare and covenant with the PURCHASER that the said Flat is free from all encumbrances of any nature whatsoever and that the SELLERS have full right, title and interest in the said Flat and have full right and authority to assign and transfer the said Flat to the PURCHASER.
6. The SELLERS have represented to the PURCHASER that:
 - a) The SELLERS are the absolute owners of the Said Flat and no other person has any interest therein.
 - b) The SELLERS are in exclusive and peaceful possession and occupation of the Said Flat since it has been acquired by them.
 - c) The SELLERS declares that their Membership of the said Society is subsisting and is in full force and has not been terminated.
 - d) When the SELLERS acquired the Said Flat, they were satisfied that the title to the Said Flat was clear and marketable and is even now clear and marketable,
 - e) The SELLERS declares that there are no loans/advances or encumbrance of any kind upon the said Flat and if any such loan/advances may appear in future related to SELLER then it will be handled by the SELLERS.
 - f) On taking vacant and peaceful possession of the Said Flat the PURCHASER will be entitled to occupy the same without any claim or interruption from the SELLERS or anybody claiming under them.
 - g) The SELLERS have paid all dues of the society upto date and they will indemnify and keep indemnified the PURCHASER against any claim made for any period prior to the completion of the sale in respect of the Said Flat.
 - h) Neither any order of attachment against the Said Flat is in existence upto date nor any suit, decrees for proceedings are pending in any court or otherwise,
 - i) The Said Flat is not acquired by municipal authorities, government or any revenue authorities and no notice of the acquisition is received by the SELLERS under the provisions of land acquisition or otherwise,
 - j) The SELLERS have not entered into any Agreement/Deed with any other person/s in respect of the above sale of Said Flat other than the PURCHASER.
 - k) The SELLERS have not transferred and assigned their right, title and interest in respect of the above Said Flat premises to any other person/s;
 - l) The SELLERS declare that except them no other person/s have any right, title and interest in the Said Flat.

m) that the SELLERS agrees that all the society's dues including Electricity Bills, Gas Bills, Utility Bills, alongwith pending Property Tax Bills and Water Bills if any upto the date of delivery of vacant and peaceful possession of the said Flat will be paid by the SELLERS and thereafter the PURCHASER will be liable to pay the society's dues including Electricity Bills, Gas Bills, Utility Bills, alongwith Property Tax Bills and Water Bills if any.

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

7. The sale shall be completed on receipt of the consideration from the PURCHASER by the SELLERS as provided in Clause No. 3(d) hereinabove against the SELLERS handing over peaceful and vacant possession of the said Flat to the PURCHASER and the SELLERS executing further documents for more perfectly transferring the right, 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 PURCHASER.
8. The SELLERS doth 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 PURCHASER for transferring the said Flat to the name of the PURCHASER in pursuance of this Agreement.
9. At the time of completion of the sale:
 - a) The SELLERS shall by an appropriate writing resign as the members of the said building of the Society and request the society to admit the PURCHASER as members of the Society in place of the SELLERS.
 - b) The SELLERS and PURCHASER duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the Said Flat from the name of the SELLERS to the name of the PURCHASER.
 - c) The SELLERS and PURCHASER duly complete and sign the requisite forms, Affidavits, Indemnities and other relevant declarations for transfer of Said Flat together with deposits, sinking fund, lease rent, any other deposit or any credit concerning the said, if any from the names of SELLERS to the names of

PURCHASER in records of concerned authority and for transfer of electric meter in records of concerned Electricity authority and Gas authority.

- d) The SELLERS and PURCHASER duly complete, sign and execute the requisite Forms, Affidavits, Indemnities, Declarations and/or other relevant documents required to be executed for transfer of said Flat in records of the concerned Promoters/board.
 - e) The SELLERS shall handover the vacant and peaceful possession of the Said Flat on realization of full and final consideration amount and provide all assistance to get this Agreement for Sale registered with concerned office of Sub-Registrar of Assurances.
10. The PURCHASER doth hereby covenant with the SELLERS that he shall always abide by the Rules, Regulations and Bye-laws of the said Society and to comply with any further rules which may be laid down by the said Society from time to time and shall regularly pay the municipal taxes and maintenance charges in respect of the said Flat from the day the SELLERS delivers possession of the said Flat to the PURCHASER.
11. That the title of the SELLERS in respect of the said Flat is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from third party adverse deal, agreement, agreement for sale, transfer or assignment, surrender gift, leave and license, exchange, 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 SELLERS indemnifies the PURCHASER for the same.

12. It is agreed by and between the parties herein that the PURCHASER shall be entitled to obtain peaceful and vacate possession of the said Flat on the payment of full and final consideration.
13. The SELLERS has to handover vacant and peaceful possession of the said Flat to the PURCHASER immediately against receipt of Full and Final amount mentioned in Clause No. 3(d) hereinabove. Further, if SELLERS fails to handover vacant and peaceful possession of the said Flat to the PURCHASER without any cause even after receiving entire lumpsum consideration amount then the PURCHASER has the right to forfeit this Agreement For Sale and in such an event the SELLERS has to refund the entire lumpsum consideration amount to the PURCHASER and both the parties shall execute a formal Deed of Cancellation.
14. The PURCHASER has to pay balance consideration amount mentioned in Clause No. 3(d) above within 30 to 45 working days from the date of registration of this Agreement For Sale. Further, if PURCHASER fails to pay balance consideration amount within 30 to 45 working days then the SELLERS have the right to forfeit this Agreement For Sale and in such an event the SELLERS have to refund the entire lumpsum consideration amount to the PURCHASER and both the parties shall execute a formal Deed of Cancellation.
15. Upon the completion of registration of this Agreement for Sale, the SELLERS will hand over to the PURCHASER (a) Original chain of agreement/s of the Said Flat and (b) Original Share Certificate and (c) all the other documents relating to the Said Flat in the possession of the SELLERS.

16. The PURCHASER hereby declare that, he has taken inspection of the said Flat in all respect and the said Flat is in order and he is fully satisfied with the same and shall not take any objection in future. The PURCHASER hereby declare that, he is purchasing the said Flat on "*as is where is basis*".
17. The SELLERS hereby declare that after the receipt of total full and final consideration amount neither they, themselves nor any of their legal heirs, family members, relative, executors, successors etc. shall have any claim or right, title, interest of whatsoever nature upon the said Flat.
18. The SELLERS doth 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 in the said Society to and in favour of the PURCHASER in the record of the said Society to enable the PURCHASER to have and to hold the said Flat absolutely.
19. It is agreed between the SELLERS and the PURCHASER that the expenses for stamp duty on these presents or on Agreement for Sale and registration charges in respect of this agreement shall be borne and paid by the PURCHASER alone and the SELLERS shall not be liable to pay the same or any part thereof.
20. The SELLERS & PURCHASER shall present themselves at the concerned Office of the Sub-Registrar of Assurances and admit execution of this Agreement for Sale.
21. The society transfer charges payable to the said Society will be paid by the SELLERS and PURCHASER equally. i.e., in 50:50 ratio.
22. The Stamp Duty and Registration charges if any shall be borne by the PURCHASER in respect of the Said Flat to the concerned authority alone.
23. This agreement shall always be subject to the provisions contained in the Maharashtra Co-operative Societies Act, 1960, Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any other provisions of

law applicable thereto and PURCHASER shall be entitled to respective shares as and when the society transfers the same as per due procedure of law.

24. All disputes under this Agreement for Sale arising between the SELLERS and PURCHASER, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force having jurisdiction Mumbai.

THE SCHEDULE OF PROPERTY: -

All that piece or parcel of **Residential Flat No. 602, on 6th Floor, in Wing "A"**, admeasuring about **82.4 Sq. Mtrs. super built-up area**, in the society known as **"Suraj Heights 'A' Co-op. Hsg. Soc. Ltd."**, situated at **Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai – 400 063., bearing CTS No. 552 in the Revenue Village – Pahadi Goregaon East, Taluka – Borivali** in the Registration District and Sub-District of Mumbai City and Mumbai Suburban. The Building was constructed in the year **1994** and comprising of Ground/Stilt + 15 Upper Floors with lift.

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)

withinnamed "**THE SELLERS**")

1) MRS. REKHA H. SHASTRI)

2) MR. HARSHVARDHAN RAM SHASTRI)

in the presence of:

1.

2.

SIGNED AND DELIVERED by the)
withinnamed " **THE PURCHASER**")
MR. YOGESH KUMAR)

in the presence of:

1.

2.

Om Enterprises

Om Enterprises

PART PAYMENT RECEIPT

We, 1) **MRS. REKHA H. SHASTRI** and 2) **MR. HARSHVARDHAN RAM SHASTRI** (SELLERS) do hereby admit and acknowledge receipt of below mentioned amounts from **MR. YOGESH KUMAR** (PURCHASER) towards part payment in respect of the sale of our **Residential Flat No. 602, on 6th Floor, in Wing "A", admeasuring about 82.4 Sq. Mtrs. super built-up area, in the society known as "Suraj Heights 'A' Co-op. Hsg. Soc. Ltd.", situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai – 400 063., bearing CTS No. 552 in the Revenue Village – Pahadi Goregaon East, Taluka – Borivali., in the registration District and Sub-District of Mumbai City and Mumbai Suburban;**

Sr. No.	Amount	Payment Mode	Date	Bank Name
1				
2				
3				
4				
Total				

We receive the above Rs. _____/-

1) **MRS. REKHA H. SHASTRI**

2) **MR. HARSHVARDHAN RAM SHASTRI**
(SELLERS)

Place: **Mumbai**

Date: _____

WITNESSES :-

1. _____

2. _____
