**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is** made and entered into at Mumbai, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

**BY** and **BETWEEN**

**Mr. AL AMIN S MERCHANT** an adult, an NRI having holding PAN No. ANNPM6344D and having his address at 401, Neminath Darshan, Opp. Akanksha Apartment, Deewanman, Vasai (west), Thane-401202 hereinafter referred to as the **“VENDOR/TRANSFEROR** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **FIRST PART;**

**AN**

1. **Lt. Col. SHANTANU TOMAR** holding Aadhar No : 6063 2867 8360 and PAN No :ADMPT2015P AND 2) **Mrs. RUCHIKA TOMAR** holding Aadhar No : 3351 8219 4675 and PAN No :AGWPT5387P AND 3) **Mrs. URMILA DEVI TOMAR** holding Aadhar No : 9706 7255 0570 and PAN No :AGAPT4828P all are having their address at C-150, Radha Garden, Mawana Road, Meerut, Uttar Prasesh-250001 hereinafter called and referred to as **“PURCHASERS/ TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators and assigns) of the **OTHER PART;**

**=:W H E R E A S: =**

1. By virtue of an Agreement for sale of flat dated 19.06.2014 between Era Realtors Private Ltd, a company incorporated under the Companies Act, 1956 referred therein as **the Promoter** and Omkar Realtors & Developers Private Ltd. also a company incorporated under the Companies Act,1956 referred as **the confirming party** and **Mr. AL AMIN S MERCHANT** as the purchaser therein**(the vendor/transferor herein above)** had agreed to purchase a residential Flat No. 4504, on 45th Floor in the C wing in the building OMKAR ALTA MONTE at Malad (East), Mumbai-400097 admeasuring 1165.75 sq. feet along with 2 podium car parking spaces on Plot of Land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part) 814 and 844 of Village- Malad, in the Registration Sub District and District of Mumbai City and Mumbai Suburban for consideration amount agreed therein in the said agreement for sale of flat.
2. That the said Purchaser therein **Mr. AL AMIN S MERCHANT** paid part amount of the total consideration amount for the said flat and the said Agreement for sale was duly registered on 19.06.2014 with Sub Registrar of Assurance at Mumbai under the Registration No. BRL4-4949-2014.
3. Subsequently as per the terms and conditions of the Agreement for sale dated 19.06.2014 therein the purchaser **Mr. AL AMIN S MERCHANT (the vendor/transferor herein above)** paid the purchase price as per the schedule and after making the scheduled payment the said Promoter agreed to hand over possession of said flat to the Purchaser **(the vendor/transferor herein above).**
4. That by a possession letter dated 07.08.2018 the VENDOR/TRANSFEROR herein received the possession of the Flat No. 4504 on the 45th floor in the C wing in the building OMKAR ALTA MONTE at Malad (East), Mumbai - 400 097 and by a letter dated 07.08.2018 Two parking space (s) No. 221 & 222 on podium level P-5 were allotted to the vendor/transferor herein.
5. Thatthe flat owners of the said C-Wing of the above said building OMKAR ALTA MONTE formed a Co-operative Housing Society known as “**ALTA MONTE TOWER-‘C’ C.H.S. Ltd”** a society registered under Maharashtra Co-operative Society's Act, 1960 under Reg. No. MUM/SRA/HSG /TC/13055/2020 having its Registered Office in the premises of the Building OMKAR ALTA MONTE TOWER C, hereinafter referred to as `the said Society'.
6. AND WHEREAS the VENDOR/TRANSFEROR herein was admitted as member of the society on formation of society and since then the VENDOR/TRANSFEROR is the registered member of “**ALTA MONTE TOWER-‘C’ C.H.S. Ltd”** holding Ten (10) fully paid up shares of Rs. 50 each bearing Distinctive. Nos. 2771 to 2780 (both inclusive) under Share Certificate No.275 issued by the ALTA MONTE TOWER-‘C’ C.H.S. Ltd.
7. AND WHEREAS the VENDOR/TRANSFEROR herein is the absolute owner having right, title, interest and is in seized and in absolute possession of the flat being **Flat No. 4504 on the 45th floor, Alta Monte Tower “C” CHS Ltd, Near Shantaram Talao, Malad (East), Mumbai–400097, admeasuring 1165.75 sq. feet carpet area along with two car parking space (s) No. No. 221 & 222 on podium level P-5 and holding 10 fully paid up shares of Rs. 50/- each bearing the distinctive Nos. from 2771 to 2780 (both inclusive) under Share Certificate No.275, issued by the Alta Monte Tower “C” CHS Ltd , situated on all that piece or parcel of land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part), 814 and 844 of Village- Malad, Taluka Borivali in the Registration Sub District and District of Mumbai City and Mumbai Suburban**, **hereinafter referred to as `THE SAID FLAT'** more particularly described in the scheduled herein below.

**The VENDOR/TRANSFEROR further covenant with the PURCHASERS/TRANSFEREES as under:**

1. That in the said Flat aforesaid, the **VENDOR/TRANSFEROR** is the absolute owner, in possession and is legally entitled to the right, title, interest together with benefits attached to it and that neither the **VENDOR/TRANSFEROR** herein personally nor through any of his agent/s or Constituted Attorney has or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.
2. That title of the **VENDOR/TRANSFEROR** in respect of the said Flat is absolutely clear and marketable, free from all encumbrance and reasonable doubts including free from any third party adverse Deal Arrangements, Understanding, Agreement, Agreement for Sale, Transfer or Assignment, Conveyance, Release, Relinquishment, Surrender, Gift, Exchange, Mortgage or any other encumbrances of any nature whatsoever.
3. That the **VENDOR/TRANSFEROR** herein has not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off in respect of the said Flat to the knowledge, notice (expressed and/or implied) and/or information of the VENDOR/ TRANSFEROR.

The **VENDOR/TRANSFEROR** do hereby represent, declare, covenant with the Purchasers/Transferees that notwithstanding any act, deed or thing whatsoever done by the **VENDOR/TRANSFEROR** or by any person or persons lawfully or equitably claiming from, under, or in trust for them made, done, omitted, committed, or knowingly or willingly suffered to the contrary, the VENDOR/TRANSFEROR now has the good right, clear title and absolute power to sell, transfer, release and assure the said Flat unto and to the use of the Purchasers/transferees in the manner mentioned below.

1. AND that it shall be lawful for the **PURCHASERS/TRANSFEREES** from time to time and at all times after payment of full and final consideration, to peacefully and quietly hold, possess and enjoy the said Flat sold, transferred, released and assured with its appurtenances, and receive the rents and profits thereof for their own use and benefit, without any eviction, interruption, claim or demand whatsoever from or by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under, or in trust for the VENDOR/TRANSFEROR.
2. That in the manner aforesaid, the **VENDOR/ TRANSFEROR** has truly, honestly, bonafide and in good faith disclosed to the **PURCHASERS/ TRANSFEREES'** all the material facts and circumstances in respect of the said Flat with the said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the PURCHASERS/ TRANSFEREES in bad faith) of anything whatsoever in that behalf and in any manner whatsoever.
3. The **VENDOR/TRANSFEROR** further declares that save and except the VENDOR/TRANSFEROR herein no other person/persons has/have any right, share, title, interest, claim and demand of any nature whatsoever on the said Flat or any part thereof.

**AND WHEREAS** upon the strength of the aforesaid representations made by the **VENDOR/TRANSFEROR** the **PURCHASERS/ TRANSFEREES** approached the **VENDOR/TRANSFEROR** and have entered into oral negotiations with the **VENDOR/TRANSFEROR** and pursuant to the said negotiations, requested the **VENDOR/TRANSFEROR** to sell the said Flat to the **PURCHASERS/TRANSFEREES** for the consideration and on the terms and conditions hereinafter appearing; and the **VENDOR/TRANSFEROR** has agreed to sell, transfer and assign and the **PURCHASERS/TRANSFEREES** have agreed to purchase and acquire all the rights, title and interest, use, occupation of the **VENDOR/TRANSFEROR** in the **Flat No. 4504 on the 45th floor, Alta Monte Tower “C” CHS Ltd, Near Shantaram Talao, Malad (East), Mumbai–400097, admeasuring 1165.75 sq. feet carpet area along with two car parking space (s) No. No. 221 & 222 on podium level P-5 and holding 10 fully paid up shares of Rs. 50/- each bearing the distinctive Nos. from 2771 to 2780 (both inclusive) under Share Certificate No.275, issued by the Alta Monte Tower “C” CHS Ltd , situated on all that piece or parcel of land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part), 814 and 844 of Village- Malad, Taluka Borivali in the Registration Sub District and District of Mumbai City and Mumbai Suburban.**

The parties hereto have mutually discussed and agreed upon certain terms, conditions and covenants in respect of the sale of the **Flat No. 4504 on the 45th floor, Alta Monte Tower “C” CHS Ltd, Near Shantaram Talao, Malad (East), Mumbai–400097, admeasuring 1165.75 sq. feet carpet area along with two car parking space (s) No. No. 221 & 222 on podium level P-5 and holding 10 fully paid up shares of Rs. 50/- each bearing the distinctive Nos. from 2771 to 2780 (both inclusive) under Share Certificate No.275, issued by the Alta Monte Tower “C” CHS Ltd , situated on all that piece or parcel of land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part), 814 and 844 of Village- Malad, Taluka Borivali in the Registration Sub District and District of Mumbai City and Mumbai Suburban**, which are hereunder written for the purpose of record;

**NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:**

1. That subject to the provisions hereinafter contained `the VENDOR/TRANSFEROR herein has hereby  agreed to sell, assign and transfer and the PURCHASERS /TRANSFEREES have accordingly agreed to purchase and  acquire from `the VENDOR/TRANSFEROR the said Flat along with the rights, title and interest and all benefits accrued and attached, including the possessory and ownership rights of **Flat No. 4504 on the 45th floor, Alta Monte Tower “C” CHS Ltd, Near Shantaram Talao, Malad (East), Mumbai–400097, admeasuring 1165.75 sq. feet carpet area along with two car parking space (s) No. No. 221 & 222 on podium level P-5 and holding 10 fully paid up shares of Rs. 50/- each bearing the distinctive Nos. from 2771 to 2780 (both inclusive) under Share Certificate No.275, issued by the Alta Monte Tower “C” CHS Ltd , situated on all that piece or parcel of land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part), 814 and 844 of Village- Malad, Taluka Borivali in the Registration Sub District and District of Mumbai City and Mumbai Suburban**, for the total sale consideration of Rs.3,10,00,000/-(Rupees Three crore and ten lakhs only only) (“**the sale consideration**”) payable as follows:

1. Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) has been paid by the purchasers to the Vendorby way of RTGS bearing Reference no. EA12253503 dated 01.01.2025 drawn on ICICI Bank.
2. An amount Of Rs. 2,10,00,000/-(Rupees two crores and ten lakhs only) shall be paid by the purchasers to vendor on the day of registration of this agreement for sale from their self-contribution.
3. TDS shall be deducted as per the TDS certificate and shall be paid by the PURCHASER **Lt. Col. SHANTANU TOMAR** to the concerned treasury officials on behalf of the VENDOR/TRANSFEROR and he shall hand over the TDS Certificate to the VENDOR/TRANSFEROR and same shall form part of total Sale Consideration.
4. An amount Of Rs. 85,00,000/-(Rupees eighty five lakhs only) shall be paid by the PURCHASERS/TRANSFEREES to the VENDOR/TRANSFEROR by availing loan from a suitable bank.
5. The sale consideration is exclusive of transfer charges and other charges which are dealt with herein below.
6. The PURCHASERS/TRANSFEREES herein declare that they shall alone be liable for paying the Stamp Duty, Registration Charges and an amount of Rs. 35,000/-(Rupees thirty five thousand only) towards the society transfer charges.
7. **The VENDOR/TRANSFEROR hereby declare and state that all the society maintenance dues, electricity bills, telephone bills, rent and Assessment / Property Tax of BMC and parking & common area tax and / or any other charges in respect of the said flat till the date of possession shall be fully paid by the VENDOR/TRANSFEROR alone and The VENDOR/TRANSFEROR further declares that in Future if any type of tax or any liability, any dues related to this flat may be pending from the time period before the possession then Vendor/transferor shall alone be liable to pay the same and the VENDOR/ TRANSFEROR hereby agree to indemnify the PURCHASERS/ TRANSFEREES for the such pending payment thereof.**
8. The VENDOR/TRANSFEROR herein hereby undertakes to obtain NOC along with No dues/No encumbrance certificate from the builder/Society/concern authority and shall hand over to the PURCHASERS / TRANSFEREES.
9. The VENDOR/TRANSFEROR herein hereby agrees to handover peaceful and vacant possession of `the said Flat' to the PURCHASERS/TRANSFEREES only after receiving full and final payment of sale consideration in respect of the said flat and thereafter the said Flat shall stand transferred and assigned with all rights, title, interest and claims of the VENDOR/TRANSFEROR in and upon the said Flat fully and absolutely together with all the benefits available to the VENDOR/TRANSFEROR under the aforesaid agreement.The VENDOR/TRANSFEROR further declares that after receipt of full and final payment from the purchasers/transferees, he shall hand over all the original documents of the said flat executed between the VENDOR/TRANSFEROR and the Builder/Developer, such as Agreement for Sale, Original payment receipt, Car Parking Letter, Possession Letter to the PURCHASERS/TRANSFEREES.
10. The VENDOR/TRANSFEROR further declare that the rights of the Ownership of the said Flat is his self-acquired property and the VENDOR/TRANSFEROR has the exclusive right to deal with and dispose of `the said Flat' at his own will and Wishes.
11. The VENDOR/TRANSFEROR herein further declare and state that the aforesaid Agreement is valid and subsisting and his rights in `the said Flat' are neither mortgaged nor charged and the same are free from all encumbrances of any nature whatsoever. It is specifically agreed by the VENDOR/TRANSFEROR that if any other encumbrances of any nature whatsoever are found, the same shall be forthwith cleared by the VENDOR/TRANSFEROR at his own cost. The VENDOR/TRANSFEROR shall keep the PURCHASERS/ TRANSFEREES fully indemnified for any expenses or loss that may arise in that respect and the VENDOR/TRANSFEROR shall be responsible for the same.
12. The PURCHASERS/TRANSFEREES hereby state that they shall be liable to pay all the liabilities of the said flat becoming payable after taking possession of the above said flat.
13. The VENDOR/TRANSFEROR herein declare and state that the said Flat is free from all encumbrances and he has not created any right, title and/or interest of any nature whatsoever in favor of any third party.  If at all any encumbrance, claim or demand are made and/or found, the VENDOR/ TRANSFEROR shall keep and shall cause to keep the PURCHASERS/TRANSFEREES and/or their legal heirs indemnified in the matter.
14. On payment of the full and final consideration for the said flat as aforesaid, the PURCHASERS/TRANSFEREES shall be entitled to apply for the membership of the said **Alta Monte Tower “C” CHS Ltd,** the PURCHASERS/ TRANSFEREES hereby agrees and undertakes to become members of the said society and abide by its rules, regulations and bye-laws.
15. The VENDOR/TRANSFEROR agree and undertake that he will give full co-operation to the PURCHASERS/TRANSFEREES for and execute such further writings, transfer forms , declarations or documents as may be necessary for the purposes of effectually transferring their share, right, title, claim and interest in respect of the said flat to the PURCHASERS/TRANSFEREES.
16. No income tax or other public authority has issued any order restraining the VENDOR/TRANSFEROR from selling or transferring the rights, title and interest in respect of the ‘said flat’, and there is no attachment or the Prohibitory orders issued by any Competent Court or authority preventing or restraining Transferor from selling, disposing of or transferring the rights, title and interest in respect of the ‘said flat’ as contemplated under these presents.
17. The VENDOR/TRANSFEROR has given inspection of copies of all the documents along with two car parking letter relating to said flat to the PURCHASERS/TRANSFEREES in support of his rights, title and other aspects in respect of the said flat
18. Upon receipt of full and final consideration amount the VENDOR/TRANSFEROR shall assign and transfer all his rights, title and interest in respect of the above Said Flat including his occupancy, possessor, ownership rights and membership, title and interest in respect of the Said Flat in favour of the PURCHASERS/TRANSFEREES and thereafter the VENDOR/TRANSFEROR shall have no right, title and interest therein in the said flat.
19. Upon receipt of full and final consideration amount the VENDOR/TRANSFEROR shall hand over the PURCHASERS/TRANSFEREES all the original documents and thereafter the PURCHASERS/TRANSFEREES shall be entitled to get the said flat transferred in their name.
20. The VENDOR/TRANSFEROR agree and undertake that he will give full co-operation to the PURCHASERS/ TRANSFEREES for and execute such further writings, transfer forms declarations or documents as may be necessary for the purposes of effectually transferring his share, right, title, claim and interest in respect of the said flat to the PURCHASERS/TRANSFEREES.
21. The VENDOR/TRANSFEROR hereby agree to execute and shall cause to execute necessary papers, forma, applications, declarations and documents and any other document, as may be required from time to time and at all times hereafter for more effectively transferring the VENDOR/TRANSFEROR rights, to the PURCHASERS/ TRANSFEREES or at the request of the PURCHASERS/TRANSFEREES to their heirs, executors, administrators and counsels in law as shall be reasonably required and also shall execute writings whatsoever for the further assurance in law and for better and more perfectly transferring the said rights, title interest and benefits and every part thereof UNTO AND TO THE USE OF the PURCHASERS/TRANSFEREES as aforesaid. The VENDOR/ TRANSFEROR also agree to issue and sign all documents in respect of the said Flat transferred wholly and effectively in the name of PURCHASERS/ TRANSFEREES.
22. The VENDOR/TRANSFEROR hereby covenant with the PURCHASERS/TRANSFEREES that the VENDOR/ TRANSFEROR shall pay his share of all taxes including property taxes common area & parking area tax or any Govt. tax and outgoings up to the date of possession of the said flat to the PURCHASERS/TRANSFEREES and that if any amount is due before the possession from the VENDOR/TRANSFEROR to the said society, BMC Office and/or any person or persons or authority / Government authorities for his share of taxes and outgoings and any amount relating to the Said Flat the same shall be paid by the VENDOR/TRANSFEROR and the VENDOR/ TRANSFEROR hereby agree to indemnify the PURCHASERS/ TRANSFEREES for the such pending payment thereof.
23. The VENDOR/TRANSFEROR hereby further covenant with the PURCHASERS/TRANSFEREES that after the full and final payment the PURCHASERS/TRANSFEREES shall possess and occupy and enjoy the Said Flat without any hindrance, demand, interruption or eviction by the VENDOR/TRANSFEROR or any other person or persons lawfully or equitably claiming through or under or in trust for the VENDOR/TRANSFEROR.That the PURCHASERS/TRANSFEREES shall be entitled to have and hold the possession, occupation and use of the Said Flat and the said shares, the PURCHASERS/ TRANSFEREES shall hold the same and to use and benefit of the PURCHASERS/TRANSFEREES and their heirs, successor and assigns forever without any claim, charge, right, interest, demand or lien of the VENDOR/ TRANSFEROR or any other person or persons lawfully or equitably claiming through or under or in trust for the VENDOR/TRANSFEROR.
24. That the VENDOR/TRANSFEROR assures the PURCHASERS/ TRANSFEREES that the said flat is free from all kinds of encumbrances such as prior sale, gift, Mortgage, Will, Trust, Exchange, Lease, Legal flaw, claims, prior agreement to sell, Loan, Surety, security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income tax or wealth tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said portion of the said flat is ever taken away or goes out from the possession of the PURCHASERS/TRANSFEREES on account of any legal defect in the ownership and title of the TRANSFEROR then the VENDOR/TRANSFEROR will be liable and responsible to make good the loss suffered by the PURCHASERS/ TRANSFEREES and keep the PURCHASERS/TRANSFEREES saved, harmless and indemnified against all such losses, and damages suffered by the PURCHASERS/TRANSFEREES.
25. It is agreed that any dispute arising between “THE VENDOR/TRANSFEROR” and “THE PURCHASERS/ TRANSFEREES”, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force.
26. All disputes under this agreement are subject to the jurisdiction of court in Mumbai.

**S C H E D U L E**

ALL THAT **Flat No. 4504 on the 45th floor, Alta Monte Tower “C” CHS Ltd, Near Shantaram Talao, Malad (East), Mumbai–400097, admeasuring 1165.75 sq. feet carpet area along with two car parking space (s) No. No. 221 & 222 on podium level P-5 and holding 10 fully paid up shares of Rs. 50/- each bearing the distinctive Nos. from 2771 to 2780 (both inclusive) under Share Certificate No.275, issued by the Alta Monte Tower “C” CHS Ltd , situated on all that piece or parcel of land bearing C.T.S. No. 812, 813, 821(part), 811 A/7(Part), 814 and 844 of Village- Malad, Taluka Borivali in the Registration Sub District and District of Mumbai City and Mumbai Suburban.**

IN WITNESS WHEREOF the parties hereto have set their respective hands, seals and signatures to this Agreement for Sale on the day and year first hereinabove written.

SIGNED AND DELIVERED By the within named)

**The “VENDOR /TRANSFEROR**

 **Mr. AL AMIN S MERCHANT**

PAN No ANNPM6344D

SIGNED AND DELIVERED

By the within named )

“**The PURCHASERS/ TRANSFEREES”**

1. **Lt. Col. SHANTANU TOMAR**

PAN No :ADMPT2015P

1. **Mrs. RUCHIKA TOMAR**

PAN No :AGWPT5387P

1. **Mrs. URMILA DEVI TOMAR**

PAN No :AGAPT4828P

 In the presence of

 1)…………………………………….