

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ **day of February, 2025 BETWEEN 1] VINOD BASANTLAL SHAH, Age-68 years (Aadhar No.6093 2990 6383) (Pan No.AAEPS5446G), Indian Inhabitant of Mumbai, having address at: 3/103, Sumer Tower, 108, Seth Motisha Road, Mazgaon, Mumbai-400010 & 2] KUSUM VINOD SHAH, Age-63 years, (Aadhar No.7760 3262 5030) (Pan No.AAMPS4922R), Indian Inhabitant of Mumbai, having address at: 3/103, Sumer Tower, 108, Seth Motisha Road, Mazgaon, Mumbai-400010** hereinafter jointly called and referred to as the **“SELLERS/TRANSFERORS”** (which expression shall unless it be repugnant to the context &/or meaning thereof be deemed to mean and include their respective legal heirs, executors administrators and assigns of) the **Party of First Part;**

A N D

1] RANJEET DHANRAJ JAIN, Age-56 years (Aadhar No.7492 8936 9401) (Pan No.AAAPJ8941M) Indian Inhabitant of Mumbai, having address at: Flat No.6, 2nd Floor, Mohan Kunj, 68, Jyotiba Phule road, Opp. Canara Bank,

Naigaon, Dadar, Mumbai-400014 & 2] **NEETA RANJEET JAIN**, Age-52 years (**Aadhar No.2306 9718 4090**) (**Pan No.AGOPP7377D**) Indian Inhabitant of Mumbai, having address at: Flat No.6, 2nd Floor, Mohan Kunj, 68, Jyotiba Phule road, Opp. Canara Bank, Naigaon, Dadar, Mumbai-400014, hereinafter jointly called and referred to as the **“PURCHASERS/ TRANSFEREES”** (which expression shall unless it be repugnant to the context &/or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators and assigns of) the **Party of Second Part;**

WHEREAS:

- a) Flat No.103 admeasuring _____ Sq. Ft., _____ Floor, Sumer Tower No.3 Co-operative Housing Society Limited, 108, Seth Motisha Road, Mazgaon, Mumbai-400010 (hereinafter called and referred to as **“The Said Flat”**).
- b) The Said Flat No.103 was purchased by the Sellers herein vide Agreement For Sale dated-____/August/1993 from the then Developer namely M/s. Sumer Associates and thus said flat owned by the Sellers herein as a absolute owner.

c) 1] VINOD BASANTLAL SHAH & 2] KUSUM VINOD SHAH are joint member of Sumer Tower No.3 Co-operative Housing Society Limited a Society registered under the Maharashtra Co-operative Societies Act 1960 vide Registration No. BOM/WE/HSG(TC)/4525/94-95 [hereinafter referred to as the said society"], by virtue of 5 [Five Only] shares of Rs.50/- each bearing Distinctive Nos.11 to 15 [both inclusive] [hereinafter referred to as the "said shares"] issued by the said society comprised in the share certificate no.3 [hereinafter referred to as the said members] and as such member namely 1] VINOD BASANTLAL SHAH & 2] KUSUM VINOD SHAH are the owners of Flat No.103 admeasuring _____ Sq. Ft., _____ Floor, Sumer Tower No.3 Co-operative Housing Society Limited, 108, Seth Motisha Road, Mazgaon, Mumbai-400010.

d) AND WHEREAS "THE SELLERS/TRANSFERORS" herein are thus well sufficiently seized and possessed of &/or otherwise well and sufficiently entitled to deal with the said Flat in any manner whatsoever as the said flat is free from all encumbrances.

e) AND WHEREAS "THE SELLERS/TRANSFERORS" herein has now agreed to sell

transfer and assign the Said Flat to “THE PURCHASERS/TRANSFEREES” and “THE PURCHASERS/ TRANSFEREES” has now agreed to purchase and acquire the said Flat, free from all encumbrances, claims, demands for a total consideration of Rs. _____/- [Rupees _____ Only].

- f) AND WHEREAS all the parties to theses presents now wish to put on record the terms and conditions of this agreement in writing which appeared hereinafter.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The recitals stated herein above forms as an integral part of this Agreement for Sale and same shall be treated as incorporated herein at verbatim.
2. The **SELLERS** hereby agrees to sell, transfer, convey and assign all their rights, title, interest and benefits and claims coupled with the right of exclusive possession, use, occupation and enjoyment in the said membership, said shares and said flat being Flat No.103 admeasuring _____ Sq. Ft., _____ Floor, Sumer Tower No.3 Co-operative Housing Society Limited, 108, Seth Motisha Road, Mazgaon,

Mumbai-400010 inclusive of all the ownership rights, title, interests and other benefits to the **PURCHASERS** and the **PURCHASERS** have agreed to acquire the said membership, said shares and the right of possession and enjoyment, use and occupation of the said flat of the said society for a total consideration of **Rs. _____/- (Rupees _____ Only)** free from all encumbrances, charges, lien, etc. of whatsoever nature.

3. It is agreed by and between the parties that **Rs. _____/- (Rupees _____ Only)** shall be deducted as Income Tax (TDS) as per provision of the Income Tax Act, 1961 being 1% of the total consideration of **Rs. _____/- (Rupees _____ Only)** and the 1% TDS amount is included in the total consideration amount of **Rs. _____/- (Rupees _____ Only)**. The **PURCHASERS** shall pay the TDS amount and will handover the TDS challan/certificate to the **SELLERS** within stipulated period from the date of execution herewith.

4. It is hereby agreed by and between the parties that the **PURCHASERS** shall pay the said total consideration amount of **Rs. _____/- (Rupees _____ Only)** to the **SELLERS** in the following manner. The **PURCHASERS** have paid to the **SELLER** a sum of **Rs. _____/- (Rupees _____ Only)** as a token

amount on or before execution of these presents, the receipt of which the **SELLERS** doth hereby admits and acknowledges.

5. The **PURCHASERS** shall pay the balance consideration amount of the said flat to the **SELLERS** of **Rs._____/- (Rupees _____ Only)** by obtaining &/or availing Loan from Bank &/or from any Financial Institution or directly on or before **90 (Ninety) days** from the date of execution of this Agreement for Sale.

6. The **SELLERS** shall hand over the exclusive occupation and quiet, peaceful and vacant possession of the said flat alongwith all original documents of the said flat and original Share Certificate to the **PURCHASERS** on receipt of the aforesaid full and final consideration amount from the **PURCHASERS**.

7. It is agreed by and between the parties, in case if any objections are received with respect to the said flat, it is the duty of the **SELLERS** to settle the same at their own cost, expenses and consequences before execution of the Sale Deed, failing which the **PURCHASER** are entitled to cancel the present transaction and entitled to receive back entire purchase consideration amount paid by **PURCHASER** Sto the **SELLERS** till that period. Also, post execution of the

agreement of Sale, if the bank loan applied by the **PURCHASERS** gets denied or the **PURCHASERS** are not in a position to pay the balance amount mentioned hereinabove is entitled to get back the consideration received after adjusting for the loss due to time lapsed, as time is an essence for this Agreement for Sale.

8. The **PURCHASERS** shall verify all the documents/papers pertaining to the above said flat, before execution of the Sale Deed.

9. The **SELLERS** further declares that :-

- (a)** They are the sole and absolute owner and is seized and possessed of the said flat and nobody else has any interest or is interested therein either as a co-partner, co-owner or otherwise howsoever.
- (b)** The said flat is free from all encumbrances and charges. It is not in any way affected by any attachment, before or after judgment or any prohibitory order from any tax &/or revenue authority.
- (c)** The **SELLERS** membership of the said society is valid and subsisting and neither the ownership of the said flat nor the ownership right has been forfeited &/or

cancelled by the said society &/or by any authority &/or by the court of law.

- (d) The **SELLERS** has subsisting, valid and legal right, power and authority to sell the said flat and to transfer all their rights, title and interest in the said flat and ownership rights in the said flat to the name of the **PURCHASERS** and to hand over them the vacant and exclusive possession of the said flat as per the rules regulations and bye-laws of the society and other concerned authorities.
- (e) they had not entered into any agreement with any other person/s in respect of the said flat premises in the said society
- (f) they had not assigned, transferred their right, title and interest in the said flat premises in the said society to any other person/s.
- (g) they had not done &/or allowed &/or permitted to be done any act, deed or thing that resulted or may tantamount or result in encumbering, charging, alienating or creating a lien or charge in any manner, whatsoever in upon the said flat or the shares of the said Society.

(h) They had not mortgaged, alienated &/or created on or upon the said flat to any person or persons or firm or company or bank and same is free from all encumbrances and title is clear marketable.

10. The **SELLERS** has duly observed and performed the rules, regulation and bye-laws of the concerned authorities and have paid up-to-date the contribution of the municipal taxes, water, electricity, maintenance and other outgoings payable by the **SELLERS** in respect of the said flat premises till date.

11. The **SELLERS** shall obtain the No Objection Certificate and necessary permission from the concerned authorities/society for transfer of the said flat premises alongwith shares including membership rights of the society to the name of the **PURCHASERS**.

12. The **SELLERS** doth hereby further covenant with the **PURCHASERS** that the **PURCHASERS** shall quietly and peacefully possess, occupy and enjoy the said flat premises without any hindrance, demand, interruption or objection by the **SELLERS** or any other person or persons claiming through or under them or in trust for the **SELLERS** after payment of full and final consideration amount.

13. After payment of full and final consideration amount the **PURCHASERS** shall be entitled to HAVE AND HOLD the possession of the said flat and the **PURCHASERS** shall hold and occupy the same unto and to the use and benefit of the **PURCHASERS**, their heirs, successors and assigns forever, without any claim, charges, right, interest or lien of the **SELLERS** or any person or persons lawfully claiming through or under them or in trust for them.

14. The **PURCHASERS** do hereby covenant with the **SELLERS** that they shall abide by the rules and regulations and bye-laws of the said society on admission as member thereof and that they agree and undertakes to pay and discharge all calls, demands, contributions and dues which said society may thereafter make in respect of the said flat and transfer charges of same will be paid by both the parties equally.

15. The **PURCHASERS** hereby agrees to regularly pay all the Municipal Taxes, Maintenance charges and all other dues payable to the said Society and/or concerned authorities including sinking fund, service charges, water charges and other dues due and payable to the society from the date they will be put in possession of the said flat. However **SELLERS** shall be liable and responsible for payment of all the taxes,

pending water/rent/service/maintenance charges and/or any other charges along with interest, dues and outgoing till handing over the possession of the said flat officially by the Society in the name of **PURCHASERS**.

16. The **SELLERS** hereby further agrees with the **PURCHASERS** that they shall be available from time to time and at all times hereafter whenever called upon by the **PURCHASERS** and shall execute and sign all necessary documents affidavits, deed, things, papers and transfer forms in favour of the **PURCHASERS** for the effectual transfer of the said flat to the name of the **PURCHASERS** as and when required in future only after receipt of total consideration amount.

17. The **SELLERS** has no objection to the said Sumer Tower No.3 Co-operative Housing Society Limited, admitting the **PURCHASERS** as its member and issuance/transfer of share certificate to the name of the **PURCHASERS** from the name of the Seller for which the **SELLERS** gives their free consent.

18. That the **PURCHASERS** hereby agree to become member of Sumer Tower No.3 Co-operative Housing Society Limited and declare that they shall abide by the rules and

regulations as framed by the said Society and bye-laws of the said Society.

19. The **SELLERS** agrees and undertakes to keep **PURCHASERS** indemnified from all action, charges, claims, demand and suit by any person claiming any interest in respect of the said flat.

20. The **SELLERS** hereby covenants with the **PURCHASERS** that they shall and will indemnify and keep indemnified the **PURCHASERS**, from and against any loss, harm, injury and damage including costs, charges and expenses of any legal proceedings that may be suffered or caused to be suffered by the **PURCHASERS** by reason of there being found or discovered that any of the above statements made by the **SELLERS** are false or incorrect in any manner whatsoever.

21. The **SELLERS** hereby agrees and confirms to indemnify and keep indemnified for all times, the **PURCHASERS** against any dispute, claim, demand, action or proceedings that may be raised preferred, made or taken against the **PURCHASERS** solely or jointly and severally the **SELLERS** or any one or more of them by any person, body of persons or authority claiming any rights, title and interest or share in or to the said flat or any part thereof,

through any claim by any person claiming any rights in respect of the said flat or otherwise in respect of all costs, charges and expenses that the **PURCHASERS** may incur, or suffer in defending, resisting or satisfying any such dispute, claim demand action or proceedings or any decree, award or order which may be passed in respect thereof.

22. The **SELLERS** covenants with the **PURCHASERS** that they shall and will indemnify and keep indemnified the **PURCHASERS**, the **PURCHASERS** shall entitled to hold, possess, occupy and enjoy the said flat, without any interruption from the **SELLERS** or any person claiming through the **SELLERS** and the **SELLERS** or any person claiming through them, have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the **PURCHASERS** may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favor or whereby quiet and peaceful enjoyment, possession of the **PURCHASERS** in respect of the said flat may be disturbed. In the event of it being found that the **PURCHASERS** are unable to enjoy peaceful use, occupation, possession of said flat due to any reason which can be attributed to the **SELLERS**, in such event the **SELLERS** shall at their own

cost remove any such interruption and indemnifies the **PURCHASERS** to that effect.

23. The **SELLERS** hereby declares and assures that **SELLERS** or any person claiming through **SELLERS** has not on or before the date of this Deed, transferred/ assigned or alienated **SELLER**'s interest in the Said flat except what is stated in the present agreement. The **SELLERS** hereby declares that the **SELLERS** or any person claiming through **SELLERS** has not contracted to sale, the said flat or any part thereof to any person or persons and the **SELLERS** agrees, undertake to remove all such objections or demands, if any, at **SELLER**'s own cost. The **SELLERS** declares that the said flat is not subject matter of litigation in any court of law or before any competent government &/or private authority

24. That the **SELLERS** has no objection for transfer of the Electricity Meter together with deposit if any and documents of the said flat premises directly to the name of **PURCHASERS** and also no objection for transfer to share certificate to the name of the **PURCHASERS** after receipt of full and final consideration amount.

25. The stamp duty and registration charges shall be paid by **PURCHASERS** and Society transfer Charges shall be paid by both the parties equally.

26. All disputes and difference between the parties, hereto, shall be settled amicably. In the event of the same turning futile, the same may be referred to be resolved in the Court of Law in Mumbai having jurisdiction.

27. If any of the aforesaid party want to issue notice pertaining to the said agreement then it must be served to the respective party by registered post at their respective address specified below:-

1] VINOD BASANTLAL SHAH

2] KUSUM VINOD SHAH

at: 3/103, Sumer Tower,

108, Seth Motisha Road,

Mazgaon, Mumbai-400010

“THE SELLERS/TRANSFERORS”

Party of the FIRST PART,

A N D

1] RANJEET DHANRAJ JAIN,

2] NEETA RANJEET JAIN,

at: Flat No.6, 2nd Floor,

Mohan Kunj, 68, Jyotiba Phule road,

Opp. Canara Bank, Naigaon,
Dadar, Mumbai-400014

“THE PURCHASERS/TRANSFEREES”

Party of the SECOND PART

28. It is specifically agreed and confirmed by the Seller/Transferee herein that they will sign and execute all deeds, documents, papers, Writings, applications, affidavits, petitions and forms and all other writings whatsoever if require or deem fit by the purchaser to complete effectively absolute transfer of his right, title, share and interest of “the Seller/Transferor” in favor of “the Purchaser/Transferee” as may be lawfully required to be signed and executed at all reasonable time hereafter but at the cost of “the Purchaser/Transferee” and “the Purchaser/Transferee” also agree and confirm that they must pay the abovementioned balance consideration amount within specified period as mutually agreed between the parties hereto before. This agreement is valid and ready to be confirmed by “the Seller/Transferor” subject to the payment of balance consideration amount from “the Purchaser/ Transferee” herein to “the Seller/Transferor” herein within stipulated time as agreed between them.

29. It is agreed by and between the parties hereto that if any past claim arise in respect of electricity meter prior to

execution of these presents then the same will be born by the Seller/Transferor. It is agreed by and between the parties hereto that all the original documents of aforesaid flat ownership alongwith its possession were given by party of the first part to the party of the second part on condition precedent that party of the second part must pay the balance consideration amount as aforesaid after execution of these presents.

30. It is agreed by and between the parties that the contents of this Agreement for sale have been read by them and they are fully aware of this and with the satisfaction after knowing all these terms now they are executing Agreement for sale in the presence of two witnesses.

31. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force or any other provisions of law applicable hereto.

THE SCHEDULE OF THE PROPERTY

Flat No.103 admeasuring _____ Sq. Ft., _____ Floor,
Sumer Tower No.3 Co-operative Housing Society Limited,
108, Seth Motisha Road, Mazgaon, Mumbai-400010 bearing

Cadastral Survey No. _____ of _____ Division within the Registration District and Sub District at Mumbai City and Mumbai Suburban and said building constructed in the year _____ consist of Ground + ____ Upper Floor with Lift.

IN WITNESS WHEREOF All the parties hereto have hereunto set and subscribed their respective hands on the day hereinabove mentioned.

SIGNED AND DELIVERED BY THE]

WITHIN NAMED, "**SELLERS**"]

1] VINOD BASANTLAL SHAH]

]

]

2] KUSUM VINOD SHAH]

]

The Party of First Part]

In the presence of.....]

1.

2.

SIGNED AND DELIVERED BY THE]

WITHIN NAMED, "**PURCHASERS**"]

1] RANJEET DHANRAJ JAIN]

]

]

]

2] NEETA RANJEET JAIN]

]

The Party of Second Part]

In the presence of.....]

1.

2.

RECEIPT

RECEIVED of and from the withinnamed,
“PURCHASERS” 1] RANJEET DHANRAJ JAIN & 2]
 NEETA RANJEET JAIN a sum of **Rs.**_____/- (**Rupees**
 _____ **Only**) as and by way of token amount out
 of total consideration of **Rs.**_____/- (**Rupees**

_____ **Only**) amount in respect of Sale and Transfer of Flat No.103 admeasuring _____ Sq. Ft., _____ Floor, Sumer Tower No.3 Co-operative Housing Society Limited, 108, Seth Motisha Road, Mazgaon, Mumbai-400010

The details of the said payments are as under:

Sr · No	Date	Amount	Bank
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
	TOTAL		

WE BEING SELLERS SAY RECEIVED,

[1] VINOD BASANTLAL SHAH]

[2] KUSUM VINOD SHAH]