

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered at **Mumbai** on this \_\_\_ day of **March, 2025**.

**BETWEEN**

1) **MR. DHARMESH B. SHAH**, aged 60 years, Pan No. AAEPS5364F, an adult, Indian Inhabitant, having address 2/202, Trimurti Society, Siddharth Nagar Road No. 16, Siddharth Nagar, Besides Joggers Park, Goregaon (West), Mumbai – 400 104.,  
**and 2) MR. SUCHIT SANJAY SHAH**, aged 39 years, Pan No. CODPS0076M, an adult, Indian Inhabitant, having address 2/403, Trimurti Society, Siddharth Nagar Road No. 16, Siddharth Nagar, Besides Joggers Park, Goregaon (West), Mumbai – 400 104., 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**

1) **MRS. PRITI AMIT SELUKAR**, aged about 49 years, Pan No. ASLPS0867Q,  
**and 2) MR. AMIT JAYANT SELUKAR** aged about 50 years, Pan No. AHZPS4815R both adults, Indian Inhabitants, having address B-401, Raheja Solitaire, Udyog Nagar, Plot No. 5, Off. S.V. Road, Near MTNL Building, Goregaon (West), Mumbai – 400 104., hereinafter referred to as “**THE PURCHASERS**” (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 OTHER PART.**

**WHEREAS** the said 1) **MR. DHARMESH B. SHAH** and 2) **MR. SUCHIT SANJAY SHAH** were the absolute owners of old **Garage No. 2, on Ground Floor, admeasuring 165 Sq. Fts. equivalent to 15.32 Sq. Mtrs., in the society known as “Navchandrakunj Co.op. Hsg. Soc. Ltd.”, situated at Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104.,** (hereinafter referred to as **“the said Old Garage”**).

**AND WHEREAS** the said 1) **MR. DHARMESH B. SHAH** and 2) **MR. SUCHIT SANJAY SHAH** were the bonafide member of the Co-operative Housing Society namely **“NAVCHANDRAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.”**, registered under the Maharashtra Co-operative Societies Act, 1960 bearing **Registration No. BOM/HSG/6060 OF 1980 DATED 24/04/1980** (hereinafter referred to as **“the said Society”**) and they were holding 5(Five) fully paid up shares of Rs. 50/- each bearing numbers from 71 to 75 (both inclusive) having Share Certificate No. 15 (hereinafter referred to as **“the said Shares”**).

**AND WHEREAS** the said society went into redevelopment and by an Agreement for Permanent Alternate Accommodation dated 26<sup>th</sup> November, 2018, made and entered between 1) **MR. DHARMESH B. SHAH** and 2) **MR. SUCHIT SANJAY SHAH**, therein referred to as **“the Members”** of the First Part and **PRANAV CONSTRUCTION PVT. LTD.** therein referred to as the **“the Developers”** of the Second Part and **NAVCHANDRAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD**, therein referred to as **“the Society”** of the Third Part, since the Developers interalia through the said Society duly allotted to the Members therein a new Commercial Unit on ownership basis free of cost viz bearing **New Multipurpose Unit No. 101, on 1<sup>st</sup> Floor, admeasuring 206.25 Sq. Fts. equivalent to 19.13 Sq. Mtrs. Carpet area Plot No. 42, in the newly constructed building of the society known as “Navchandrakunj Co.op. Hsg. Soc. Ltd.”, situated on Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104.,** in lieu of their Old Garage No. 2 and they became lawful owners of the said new Unit. The said

Agreement for Permanent Alternate Accommodation dated 26<sup>th</sup> November, 2018 was duly registered in the office of the Sub-Registrar of Assurances, Borivali-9 bearing Document No. BRL-9/10326/2018 dated 26/11/2018.

**AND WHEREAS** it has come to the notice of the Developers, Society and Members/Allottees that there was an inadvertent error while mentioning details at Page No. 8(Clause 6), Page No. 10 (Clause 11), Page No. 12 (Schedule Property) in the Principle Agreement for Permanent Alternate Accommodation dated 26<sup>th</sup> November, 2018 wherein the Developers inter alia through the said Society had originally allotted to the Members/Allottee a Multipurpose Unit No. 102 in lieu of their Garage No. 2 however, in the Principal Agreement i.e. Agreement for Permanent Alternate Accommodation dated 26<sup>th</sup> November, 2018, it was mentioned as Multipurpose Unit No. 101.

**AND WHEREAS** by a Deed of Rectification dated 7<sup>th</sup> October, 2021 duly registered in the office of the Sub-Registrar of Assurances, Borivali-6 bearing Document No. BRL-6/990/2022 dated 25/01/2022 made and entered into between **PRANAV CONSTRUCTION PVT. LTD.** therein referred to as the “the Developers” of the First Part and **NAVCHANDRAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD,** therein referred to as “the Society” of the Second Part and **1) MR. DHARMESH B. SHAH and 2) MR. SUCHIT SANJAY SHAH,** therein referred to as “the Members/Allottee” of the Third Part, since the said error was corrected and the said “**Multipurpose Unit No. 101**” was corrected to “**Multipurpose Unit No. 102**” and all other terms and conditions of the said Agreement remained unchanged.

**AND WHEREAS,** pursuant to above, the said **1) MR. DHARMESH B. SHAH and 2) MR. SUCHIT SANJAY SHAH** are the lawful owners of and are in peaceful possession of **Multipurpose Unit No. 102, on 1<sup>st</sup> Floor, admeasuring 206.25 Sq. Fts. equivalent to 19.13 Sq. Mtrs. Carpet area Plot No. 42, in the newly constructed building of the society known as “Navchandrakunj Co.op. Hsg. Soc. Ltd.”, situated on Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104.,** and more particularly described in the schedule hereunder

mentioned (hereinafter referred to as “**the said Unit**”) and they are now desirous of selling of on ownership basis the said Unit to prospective PURCHASERS herein.

**AND WHEREAS** the PURCHASERS herein i.e. 1) **MRS. PRITI AMIT SELUKAR** and 2) **MR. AMIT JAYANT SELUKAR** have offered to purchase the said Unit for a total lumpsum consideration of **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)**.

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

**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 PURCHASERS have agreed to purchase and acquire the rights, title and interest of the SELLERS in the said Unit 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 PURCHASERS and the PURCHASERS doth hereby purchase and acquire all right, title, and interest of the SELLER in the said Unit including the right of occupation of the said Unit bearing **Multipurpose Unit No. 102, on 1<sup>st</sup> Floor, admeasuring 206.25 Sq. Fts. equivalent to 19.13 Sq. Mtrs. Carpet area Plot No. 42, in the society known as “Navchandrakunj Co.op. Hsg. Soc. Ltd.”, situated on Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104.**
3. The said consideration will be paid by the PURCHASERS to the SELLERS as follows that is to say;

- a. Another sum of **Rs. 12,47,000/- (Rupees Twelve Lakh Forty Seven Thousand Only)** have been paid by the PURCHASERS to the SELLERS from their own funds on or before registration of Agreement For Sale as token money payment.
  - b. A sum of **Rs. 53,000/- (Rupees Fifty Three Thousand Only)** is deducted as tax deducted at source TDS @ 1% (**on total agreement value of Rs. 53,00,000/-**) and said TDS shall be deposited by the SELLER 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 PURCHASERS herein and the SELLERS shall deposit the said TDS amount in the Government Treasury/Account and shall produce the TDS certificate to the PURCHASERS.
  - c. And balance sum of **Rs. 40,00,000/- (Rupees Forty Lakhs Only)** shall be payable by the PURCHASERS 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 Unit is **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)**.
4. The SELLERS have obtained the consent from the said society for transfer of the Said Unit in favour of PURCHASERS. The SELLERS have obtained **No Objection Certificate ("NOC")** dated \_\_\_\_\_ stating no dues pending towards said society against the Said Unit till the execution of this Agreement for Sale.
5. The SELLERS doth hereby declare and covenant with the PURCHASERS that the said Unit is free from all encumbrances of any nature whatsoever and the said Unit is not mortgaged anywhere and have no pending loan upon the said Unit and that the SELLERS are the absolute lawful owners and they have full right, title and interest in the said Unit and have full right and authority to sale, assign and transfer the said Unit to the PURCHASERS herein.

6. The SELLERS have represented/declared/confirmed to the PURCHASERSS that:

- a) The SELLERS are the absolute owners of the said Unit and no other person/s have any right, title or interest whatsoever therein by way of gift exchange, mortgages, charges, lien, sale, inheritance, lease or otherwise upon the said Unit.
- b) THE SELLERS declare that their title over the said Premises is marketable and free from all encumbrances 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, lease, monthly tenancy, mortgage or any other encumbrances
- c) The SELLERS are in exclusive and peaceful possession and occupation of the said Unit since it has been acquired by them.
- d) When the SELLERS acquired the said Unit, they were satisfied that the title to the said Unit was clear and marketable.
- e) The SELLERS declares that there are no loans/advances or encumbrance of any kind upon the said Unit.
- f) On taking vacant and peaceful possession of the said Unit the PURCHASERSS will be entitled to occupy the same without any claim or interruption from the SELLERS or anybody claiming under them.
- g) Neither any order of attachment against the said Unit is in existence upto date nor any suit, decrees for proceedings are pending in any court or otherwise.
- h) The said Unit is not acquired by municipal authorities, government or any revenue authorities and no notice of the acquisition is received by the SELLERS.
- i) The SELLERS have not entered into any Agreement/Deed with any other person/s in respect of the above sale of said Unit other than the PURCHASERSS.
- j) The SELLERS have not transferred and assigned their ownership rights, title and interest in respect of the above said Unit premises to any person/s.
- k) The SELLERS declare that except them no other person/s have any right, title and interest in the said Unit and that the SELLERS have not done any

act of omission or commission whereby the ownership, possession and/or occupation of the said Unit of the SELLERS may be rendered illegal and/or unauthorized for any reason or on any account.

- l)** All normal rates, assessments, and taxes payable by the SELLERS in respect of the said Unit have been paid to the appropriate authorities till the month of possession.
- m)** The SELLERS agrees that all the dues including Electricity Bills, Gas Bills, Utility Bills, along with any pending Property Tax Bills and Water Bills if any up to the date of delivery of vacant and peaceful possession of the said Unit will be paid by the SELLERS and thereafter the PURCHASERSS will be liable to pay the dues including Electricity Bills, Gas Bills, Utility Bills, along with any Property Tax Bills and Water Bills.
- n)** No notice from any Government, Municipal Corporation, or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Regulation, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the SELLERS in respect of the said Unit or any part thereof which restricts or may restrict the execution of this Agreement.
- o)** There is no injunction or any other order from any court, collector, Revenue Authority, or Municipal Corporation for any taxation or other dues disentitling or restraining the SELLERS from dealing with the said Unit or entering into this Agreement.
- p)** The SELLERS agrees that any taxes, duties, fines, statutory levies payable prior to transfer of Unit shall be borne by the SELLERS.

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

- 7.** The sale shall be completed on receipt of the consideration from the PURCHASERS by the SELLERS as provided in Clause No. 3 hereinabove against the SELLERS handing over peaceful and vacant possession of the said Unit to the PURCHASERS and the SELLERS executing further documents for more

perfectly transferring the right, title and interest in respect of the said Unit 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 Unit in favour of the PURCHASERS.

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 PURCHASERS for transferring the said Unit to the name of the PURCHASERS 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 PURCHASERS as members of the Society in place of the SELLERS.
  - b) The SELLERS and PURCHASERS duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the Said Unit from the name of the SELLERS to the name of the PURCHASERS.
  - c) The SELLERS and PURCHASERS duly complete and sign the requisite forms, Affidavits, Indemnities and other relevant declarations for transfer of Said Unit 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 PURCHASERS in records of concerned authority and for transfer of electric meter in records of concerned Electricity authority and Gas authority.
  - d) The SELLERS and PURCHASERS duly complete, sign and execute the requisite Forms, Affidavits, Indemnities, Declarations and/or other relevant documents required to be executed for transfer of said Unit in records of the concerned Promoters/board.
  - e) The SELLERS shall handover the vacant and peaceful possession of the Said Unit 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 PURCHASERS 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 Unit from the day the SELLERS delivers possession of the said Unit to the PURCHASERS.

**11.** That the title of the SELLERS in respect of the said Unit 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 PURCHASERS for the same.

**12.** It is agreed by and between the parties herein that the PURCHASERS shall be entitled to obtain peaceful and vacate possession of the said Unit on the payment of full and final consideration.

**13.** The SELLERS have to handover vacant and peaceful possession of the said Unit to the PURCHASERS immediately against receipt of Full and Final amount mentioned in Clause No. 3 hereinabove. Further, if SELLERS fails to handover vacant and peaceful possession of the said Unit to the PURCHASERS without any

cause even after receiving entire lumpsum consideration amount then the PURCHASERS have the right to forfeit this Agreement For Sale and in such an event the SELLERS to refund the entire lumpsum consideration amount to the PURCHASERS and both the parties shall execute a formal Deed of Cancellation.

14. The PURCHASERS have to pay balance consideration amount mentioned in Clause No. 3 above within 30 to 45 working days from the date of registration of this Agreement For Sale. Further, if PURCHASERS 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 PURCHASERS and both the parties shall execute a formal Deed of Cancellation.
15. Upon receipt of full and final consideration, the SELLERS will hand over to the PURCHASERS (a) Original chain of agreement/s of the Said Unit and (b) Original Share Certificate relating to the Said Unit in the possession of the SELLERS.
16. The PURCHASERS hereby declare that, he have taken inspection of the said Unit in all respect and the said Unit is in order and he is fully satisfied with the same and shall not take any objection in future. The PURCHASERS hereby declare that, he is purchasing the said Unit 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 Unit.
18. The SELLERS after receipt of full consideration 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 Unit in the said Society to and in favour of the PURCHASERS in the record of the said Society to enable the PURCHASERS to have and to hold the said Unit absolutely.

19. It is agreed between the SELLERS and the PURCHASERS 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 PURCHASERS alone and the SELLERS shall not be liable to pay the same or any part thereof.
20. The SELLERS & PURCHASERS 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 PURCHASERS equally. i.e., in 50:50 ratio.
22. The Stamp Duty and Registration charges if any shall be borne by the PURCHASERS in respect of the Said Unit 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 PURCHASERS 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 PURCHASERS, 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 **Multipurpose Unit No. 102, on 1<sup>st</sup> Floor, admeasuring 206.25 Sq. Fts. equivalent to 19.13 Sq. Mtrs. Carpet area Plot No. 42, in the society known as “Navchandrakunj Co.op. Hsg. Soc. Ltd.”, situated on Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104., bearing CTS No. 734/A, 734/A/1 to 6 of Village – Pahadi Goregaon (West), Taluka – Borivali** in the registration District and Sub-District of Mumbai City and Mumbai

Suburban. The building was constructed in the year \_\_\_ and is comprising of Ground \_\_\_ upper floors with lift.

**IN 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) MR. DHARMESH B. SHAH** )

**2) MR. SUCHIT SANJAY SHAH** )

in the presence of:

- 1.
- 2.

**SIGNED AND DELIVERED by the** )  
withinnamed **“THE PURCHASERS”** )  
**1) MRS. PRITI AMIT SELUKAR** )

**2) MR. AMIT JAYANT SELUKAR** )

in the presence of:

1.

2.

*Om Entreprises*

**PART PAYMENT RECEIPT**

We, 1) **MR. DHARMESH B. SHAH** and 2) **MR. SUCHIT SANJAY SHAH** (SELLERS) do hereby admit and acknowledge receipt of below mentioned amounts from 1) **MRS. PRITI AMIT SELUKAR** and 2) **MR. AMIT JAYANT SELUKAR** (PURCHASERS) towards part payment in respect of the sale of our **Multipurpose Unit No. 102, on 1<sup>st</sup> Floor, admeasuring 206.25 Sq. Fts. equivalent to 19.13 Sq. Mtrs. Carpet area Plot No. 42, in the society known as "Navchandrakunj Co.op. Hsg. Soc. Ltd.", situated on Plot No. 42, Jawahar Nagar, Road No. 4, Goregaon (West), Mumbai – 400 104., bearing CTS No. 734/A, 734/A/1 to 6 of Village – Pahadi Goregaon (West), Taluka – Borivali., in the registration District and Sub-District of Mumbai City and Mumbai Suburban;**

Sr. No.	Amount	Payment Mode	Date	Bank Name
1	Rs. 1,51,000/-	Cheque No. 782335	26/02/2025	Bank of Maharashtra
2	Rs. 6,23,500/-	Cheque No. 170793	06/03/2025	The Shamrao Vithal Co.op. Bank Ltd.
3	Rs. 4,72,500/-	Cheque No.000012	06/03/2025	Bank of Baroda
<b>Total</b>	<b>Rs. 12,47,000/-</b>			

We received the above **Rs.12,47,000 /-**

1) **MR. DHARMESH B. SHAH** \_\_\_\_\_

2) **MR. SUCHIT SANJAY SHAH**  
(SELLERS) \_\_\_\_\_

Place: **Mumbai**

Date: \_\_\_\_\_

**WITNESSES :-**

1. \_\_\_\_\_

2. \_\_\_\_\_