

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at **MUMBAI** this ____ day of **MARCH, 2025** ; **BETWEEN; MR. DILIPKUMAR CHANDULAL SHAH**, aged **79** years, Indian Inhabitant of Mumbai, residing at Flat No.802, 8th Floor, Building No.2, Prasanna Jeevan Co-op. Hsg. Soc. Ltd., Babhai, Eksar Road, Borivali (West), Mumbai - 400 092; hereinafter called "**THE TRANSFEROR**" of the One Part; **AND; (1) MR. SUKRUT PRAKASH SHAH**, aged **29** years, **(2) MRS. SHRENI SUKRUT SHAH**, aged **29** years, **(3) MR. PRAKASHBHAI TULSIDAS SHAH**, aged **53** years & **(4) MRS. RINA SHAH**, aged **51** years, Indian Inhabitants, having address at 204, Lotus Apartment, Sandhkuva, Navsari, State : Gujarat- 396445, hereinafter called "**THE TRANSFEREES**" of the Other Part; and reference to the parties hereto shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns;

AND WHEREAS an AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION dated 7th December, 2023 ; made and executed; BETWEEN; M/S. KAMLA HOMES & LIFESTYLES PVT. LTD., a company incorporated as per the provisions of companies Act, 1952; having their office at 101, Mayur Tower, Junction of Chandavarkar Road & Eksar Road, Borivali (West), Mumbai – 400 092, therein referred to as "THE DEVELOPERS" of the FIRST PART; AND; MR. DILIPKUMAR CHANDULAL SHAH- "THE TRANSFEROR" herein, therein referred to as "THE MEMBER/S" of the SECOND PART; AND; PRASANNA-JEEVAN CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative society registered under the Maharashtra Co-operative Societies Act, 1960, therein referred to as "THE SOCIETY" of the THIRD PART; and; the said DEVELOPER & SOCIETY has allotted and MR. DILIPKUMAR CHANDULAL SHAH acquired on Ownership Basis the Flat No.802 on 8th Floor of Building No.2 in the building known as "PRASANNA JEEVAN CO-OPERATIVE HOUSING SOCIETY LTD." situated at Babhai, Eksar Road, Borivali (West), Mumbai – 400 092. (In the lieu of Old premises) together with all rights, title, interest, benefits, etc. on the terms, conditions and at the consideration as mentioned therein. That the said Agreement For Permanent Alternate Accommodation dated 07/12/2023 was duly stamped and registered before the Office of Sub-Registrar, Borivali-7 M.S.D. under Document No.BRL7-18992-2023 dated 08/12/2023.

AND WHEREAS the "PRASANNA JEEVAN CO-OPERATIVE HOUSING SOCIETY LIMITED hereinafter referred to as "**the said Society**" a Co-operative Housing Society incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under **Registration No. BOM/HSG/1452 of 1967** is seized, possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground bearing C.T.S.No.32-C of Village : Eksar, Taluka : Borivali, in Mumbai Suburban District, together with the building known as "**PRASANNA JEEVAN**" consisting of Ground/Stilt plus 19 (nineteen) upper Floors with Lift standing thereon situate, hereinafter referred to as "**the said Property**".

AND WHEREAS by the virtue of the above purchase, THE TRANSFEROR has been absolutely seized and possessed of and otherwise well and sufficiently entitled to **Flat No.802 on 8th Floor of Building No.2** in the building named and known as the **"PRASANNA JEEVAN CO-OP. HOUSING SOCIETY LTD."** situated at **Babhai, Eksar Road, Borivali (West), Mumbai - 400 092**, hereinafter referred to as **"the said Flat"**.

AND WHEREAS the TRANSFEROR is the registered and bonafide member of PRASANNA JEEVAN CO-OPERATIVE HOUSING SOCIETY LIMITED (hereinafter for convenience referred to as "the said Society") and is the absolute owner of 40 (Forty) Shares of the face value of Rs.50/- (Rupees Fifty Only) each bearing distinctive numbers from **253 to 292** (both inclusive) hereinafter referred to as "the said Shares" under Share Certificate No.9 issued by the said Society.

AND WHEREAS THE TRANSFEROR has agreed to sell, transfer and assign to the TRANSFEREES and the TRANSFEREES have agreed to purchase from THE TRANSFEROR the said Flat held by him and as incidental thereto sell, transfer and assign all the beneficial right, title and interest of THE TRANSFEROR in the said Flat together with the right of use and occupancy thereof at or for the price of **Rs. 1,75,00,000/- (RUPEES ONE CRORE SEVENTY-FIVE LAKHS ONLY)** payable in the following manner:

- A. "THE TRANSFEROR" do hereby admit and acknowledge to have received from "THE TRANSFEREES" the sum of **Rs. 25,00,000/- (RUPEES TWENTY-FIVE LAKHS ONLY)** on or before execution of this Agreement being the part consideration amount for the sale of the said Flat, as per the particulars mentioned in the receipt appearing hereunder.
- B. "THE TRANSFEREES" agree and undertake to pay a sum of **Rs. 1,75,000/- (RUPEES ONE LAKH SEVENTY FIVE THOUSAND ONLY)** directly to the Income Tax Authorities by way of 1% T.D.S. and hand over the paid Challan Copy to the TRANSFEROR in respect of the said premises.

- C. "THE TRANSFEREES" agree and undertake to pay to "THE TRANSFEROR" a sum of **Rs. 1,48,25,000/- (RUPEES ONE CRORE FORTY LAKHS TWENTY-FIVE THOUSAND ONLY)** on or before 31/03/2025 being the balance full and final consideration amount on disbursement of Housing Loan and/or self-acquired funds and against receiving the vacant and peaceful possession of the said premises.

AND WHEREAS "THE TRANSFEROR" agrees, undertakes and assures to handover the vacant and peaceful possession of the said Flat to **"THE TRANSFEREES"** immediately on completion of the present sale transaction i.e. against receiving the consideration amount in full.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. THE TRANSFEROR hereby agrees to sell, transfer and assign, and the TRANSFEREES hereby agree to purchase and acquire:
 - a. **Flat No.802 on the 8th Floor of Building No.2 in the building of "the said Society" standing on "the said Property".**
 - b. The said 40 (forty) fully paid up shares of Rs.50/- each.
 - c. All deposits standing to the credit of THE TRANSFEROR in the records and registers of the said Society, Electric Co., Gas Co., etc. (hereinafter referred as "the said Deposits").
 - d. All rights, benefits and advantages available to THE TRANSFEROR and/or to which the TRANSFEROR is entitled to as a member and shareholder of the said Society (hereinafter referred to as "the said rights").

at or for the price of **Rs. 1,75,00,000/- (RUPEES ONE CRORE SEVENTY -FIVE LAKHS ONLY ONLY)**. That the said consideration is inclusive of the value of shares and the Flat and is also inclusive of the value of the relevant deposits (if any), with the said society and other concerned authorities including deposit with

Adani Electricity/Tata Power House, Mahanagar Gas Ltd., etc. (hereinafter collectively referred to as "**the said Deposits**"). The said TRANSFEREES shall also, on completion of THIS TRANSACTION and upon payment of, be entitled to rebates, interest, incomes, profits, that may at any time HEREAFTER, be paid by the society and/or any other concerned authorities and otherwise (in respect of the said flat/deposits) and the benefit of the legal and beneficial exclusive ownership unconditional, possession and occupation and unrestricted use of the said flat and all rights/privileges appurtenant thereto (as holder of the said shares).

2. The TRANSFEROR shall apply to get the TRANSFEREES admitted and enrolled as the members of the said PRASANNA JEEVAN CO-OPERATIVE HOUSING SOCIETY LTD. and as the owners of the said Flat in the records of the said Society and has also agreed to execute in favor of the TRANSFEREES such documents for enrollment as may be required by the TRANSFEREES for vesting the said Shares in the said PRASANNA JEEVAN CO-OPERATIVE HOUSING SOCIETY LTD. and the said Flat in the names of the TRANSFEREES.
3. THE TRANSFEROR hereby covenants with the TRANSFEREES as follows:-
 - i. That THE TRANSFEROR is the sole and absolute owner of the said Flat and no other person(s) has/have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said flat, either by way of sale, charges, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the TRANSFEREES.
 - ii. That THE TRANSFEROR has not created any charge or encumbrance of whatsoever nature in respect of the said Flat and that the said Flat is not subject matter of any litigation nor are the same or any of them attached in execution, any tenancy or leave and licence or any right in favor of anyone in respect of the said Flat and the same is not attached either before or after judgement at the instance of Income Tax authorities, the Custom Authorities, GST/Taxation Authorities, FEMA authorities, SAFEMA authorities or from the Government of Maharashtra Local Municipality or any other Government Body or person and there are no outstanding or arrears payable to the Income Tax Authorities and THE

TRANSFEROR have not given any undertakings to the taxation authorities or any other Government Authorities or any other authorities to deal with or dispose of right, title and interest in the said flat and that THE TRANSFEROR has full and absolute power to deal with the same.

- iii. That THE TRANSFEROR has duly observed and performed the rules and regulation and bye-laws of the said Society and has paid up-to-date his contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by him in respect of the said Flat and that his membership in the said Building/Proposed Society is valid and subsisting and not terminated by the said Society and he has not received notice of expulsion from the membership of the said society, or any other notice restraining him from transferring the said flat and the said shares.
- iv. That THE TRANSFEROR shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letter, forms, applications, deeds, documents, writings and papers, affidavits, complaints, defenses in legal proceedings if any, for more perfectly securing and assuring and effectually transferring the said Flat to the use of the TRANSFEREES forever.
- v. That THE TRANSFEROR shall indemnify and keep indemnified the TRANSFEREES from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the said Flat.

4. The TRANSFEREES hereby covenant with THE TRANSFEROR as follows:-

- i. That the TRANSFEREES shall from the date of possession, regularly pay to the said Society their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoing payable in respect of the said Flat.
- ii. That the TRANSFEREES shall observe and perform and abide by all

the rules and regulation and bye-laws of the said Society when formed from time to time in force.

5. THE TRANSFEROR declares that the said Flat and rights, title and interest therein is his own property and she has full power and authority to transfer, convey and assign the same in favour of the TRANSFEREES herein. THE TRANSFEROR further declares that no member either major or minor of his family or any other person or persons have any rights, title and interest in the said share certificate and the said Flat in any manner whatsoever and he is in exclusive use and occupation of the said Flat and no one else has any right of use and/or occupation of the said flat in any manner whatsoever.
6. THE TRANSFEROR further declares that THE TRANSFEROR do not hold the said Flat and/or the said shares as Nominee, "Benami" or in Trust for any person or persons and there is no insolvency or lispence affecting the said Flat and/or the said Shares or any of them or any part thereof.
7. THE TRANSFEROR shall upon receipt of the full consideration amount hand over and/or cause to be handed over to the TRANSFEREES the documents of title including the Original Agreement, Original Share Certificate, Stamp duty Receipts, Registration Receipts etc. in respect of the said Flat.
8. The Transfer fees/premium of the said Promoters/Society for the transfer of the said Flat in favor of the TRANSFEREES shall be borne by "THE TRANSFEROR" ONLY.
9. Stamp Duty and registration charges, if any payable on this Agreement for Sale shall be borne and paid by the TRANSFEREES alone. "THE TRANSFEROR" further agrees and undertakes to co-operate in every manner for getting the present Agreement for Sale registered with the concerned Sub-Registrar of Assurances.
10. THE TRANSFEROR hereby solemnly agrees that he shall not do any act, deed, thing or matter so as to adversely effect or jeopardize the interest of the TRANSFEREES.

11. "THE TRANSFEREES" shall pay 1% TAX DEDUCTION AT SOURCE (T.D.S.) as per the New CBDT circular directly to the Taxation Authorities, the amount such paid shall be treated as amount paid to the TRANSFEROR out of the consideration amount as agreed above. The Transferees shall before the completion of this sale transaction pay the above T.D.S. and provide the Tax Paid Challan to the TRANSFEROR.
12. This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of promotion of construction, sale, management and transfer) Act, 1963 (Maharashtra Act No. XL of 1997) and rules made thereunder and any other provisions of law applicable thereto.
13. This Agreement for Sale shall be deemed to be the Sale Deed upon payment of the said entire consideration amount by THE TRANSFEREES and upon handing over the vacant and peaceful physical possession of the said property by THE TRANSFEROR to THE TRANSFEREES.
14. It is hereby specifically mentioned herein that THE TRANSFEREES shall jointly and equally hold (i.e. 25% each) the said Flat alongwith all other ancillary rights, title, interest, benefits, shares, funds, deposits, etc.
15. It is mutually agreed by and between that parties herein on account of Pending Occupancy Certificate that ;

"The Transferor confirms that Occupation Certificate (OC) for the said building has not yet been issued. The Transferor shall be solely liable for any penalty, liability, or consequence arising from non-receipt of OC until the date of possession."

"The Transferor undertakes to provide the Transferees with a copy of the Occupation Certificate immediately upon its issuance. In case of delay or default in obtaining OC by the Developer, the Transferor shall extend full support in raising claims with the Developer."

"Any charges or contributions demanded by the Developer in future on account of OC, amenities, or late fees shall be borne solely by the Transferor unless specifically agreed otherwise in writing."

16. In the event of loan not been disbursed due to any legal or technical issue related to the Transferor or the flat, this agreement shall stand void without any liability on the Transferees and the Transferor shall within 15 (fifteen) days from the Transferees confirming their indent in writing to the Transferors, The Transferors shall refund all the amounts so far received by him under this transaction/agreement without any let or hindrance.

THE FIRST SCHEDULE ABOVE REFERRED TO:

- a. **Flat No.802** admeasuring **555 sq.ft. Carpet equivalent to 581 sq.ft. RERA area** on the **8th Floor** of **Building No.2** in the said building known as the **PRASANNA JEEVAN CO-OP. HOUSING SOCIETY LTD.**, having address **Babhai, Eksar Road, Borivali (West), Mumbai - 400 092.**
- b. The said 40 (forty) fully paid up Shares of Rs.50/- each.
- c. All deposits standing to the credit of THE TRANSFEROR in the records and registers of the said Society, Electric Co., Gas Co., etc.
- d. All rights, benefits and advantages available to THE TRANSFEROR and/or to which the TRANSFEROR is entitled to as a member and shareholder of the said Society (hereinafter referred to as "the said rights").

THE SECOND SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land bearing **C.T.S.No.32-C, of Village : Eksar, Taluka : Borivali**, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban. The Building consists of Ground/Stilt plus 19 (nineteen) Floors with Lift and was constructed in the year 2023.

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

SIGNED AND DELIVERED by the)
withinnamed **THE TRANSFEROR**)

MR. DILIPKUMAR CHANDULAL SHAH)
P.A.N. **AMOPS2879K**)

in the presence of.....)
.....)

SIGNED AND DELIVERED by the)
withinnamed **THE TRANSFEREES**)

(1) MR. SUKRUT PRAKASH SHAH)
P.A.N. **FJNPS0445G**)

(2) MRS. SHRENI SUKRUT SHAH)
P.A.N. **KTVPS4612A**)

(3) MR. PRAKASHBHAI TULSIDAS SHAH)
P.A.N. **ADIPS9254M**)

(4) MRS. RINA SHAH)
P.A.N. **BDKPS4385Q**)

in the presence of.....)
.....)

RECEIPT

RECEIVED WITH THANKS from (1) **MR. SUKRUT PRAKASH SHAH** (2) **MRS. SHRENI SUKRUT SHAH** (3) **MR. PRAKASHBHAI TULSIDAS SHAH** & (4) **MRS. RINA SHAH** the sum of **Rs. 25,00,000/- (RUPEES TWENTY-FIVE LAKHS ONLY)** as per the details mentioned being the part consideration amount for the sale of the said Flat No.802 on the 8th Floor of Building No.2 in the said building known as the **PRASANNA JEEVAN CO-OP. HOUSING SOCIETY LTD.** situated at Babhai, Eksar Road, Borivali (West), Mumbai - 400 092.

AMOUNT (Rs.)	CHQ/RTGS. NO.-DATED	DRAWN ON
1,00,000/-	542793629690 - 02.03.2025	Kotak Bank
1,00,000/-	100821525927 - 02.03.2025	HDFC Bank
5,00,000/-	506308596291 - 04.03.2025	IDFC First Bank
3,50,000/-	506410353742 - 05.03.2025	IDFC First Bank
6,00,000/-	RRR0662584424192 - 07.03.2025	HDFC Bank
8,50,000/-	1446341046 - 15.03.2025	Bank of Baroda
Rs 25,00,000/-	TOTAL (RUPEES TWENTY-FIVE LAKHS ONLY)	

I SAY RECEIVED

(MR. DILIPKUMAR CHANDULAL SHAH)
THE TRANSFEROR

WITNESSES:

1. Sign. :

Name :

Address :

2. Sign. :

Name :

Address :

MUMBAI, _____ DAY OF MARCH, 2025.

BETWEEN

MR. DILIPKUMAR CHANDULAL SHAH

..... THE TRANSFEROR.

AND

(1) MR. SUKRUT PRAKASH SHAH

(2) MRS. SHRENI SUKRUT SHAH

(3) MR. PRAKASHBHAI TULSIDAS SHAH &

(4) MRS. RINA SHAH

..... THE TRANSFEREES

AGREEMENT FOR SALE

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