

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Navi Mumbai on this day of _____, 2022.

BETWEEN

MR. TAHA NAJMUDDIN AHMED (PAN NO. AZXPA8127G) & MR. MOHAMMED NAJMUDDIN BURHANUDDIN AHMED (PAN NO. AAFPA5586J), both are adults, Indian Inhabitant, having address at Shahnour Row House, Plot No. 18, Sector-10, Koparkhirane, Navi Mumbai – 400 709 hereinafter referred to as “THE TRANSFERORS / SELLERS ” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his/her/their heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

MR. VISHAL SUNIL KANADE (PAN NO. CCVPK9861N), & MISS. PRATICHI PRADEEP SANAYE (PAN NO. GKOPS2563C) both are adults, Indian Inhabitant, having address at Flat No.406/407, Sai Apartment CHS, Sector-6, Sarsole, Nerul (W), Navi Mumbai – 400 706 hereinafter called “THE TRANSFEREES / PURCHASERS ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS :-

1. The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under sub section (1) and (3-A) of section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) hereinafter referred to as "the MRTP Act".
2. The state Government in pursuant to Section 113A of the MRTP Act, acquired lands described therein and vested such lands in the Corporation for Development and disposal.
3. The Corporation has acquired one such land bearing **Plot NO.7, admeasuring 8797.83 Sq. Mtrs.**, or thereabouts, situated in **Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane** and more particularly described in the First Schedule hereunder written (hereinafter referred to as "THE SAID LAND").
4. The Corporation has developed the said land and constructed thereon **E-Type** building and sold on "**Ownership Basis**" a **Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane** to the Original Allottee **MR. JAGAT SINGH RAWAT** vide **Agreement to Sell dated 26/09/1995** upon the terms and conditions mentioned therein.
5. AND WHEREAS the members / owners have formed and registered the Co. Operative Housing Society Under the name and style of **M/S. CHANDRALOK CO. OP. HSG. SOCIETY LTD. having Registration No. NBOM / CIDCO / HSG / (OH) / 590 / JTR / 97-98.** The TRANSFERORS / SELLERS is member of the

said Society, however the Society has issued Share Certificate No. 93, bearing Distinctive No. 461 to 465 dtd. 15/08/2000.

6. AND WHEREAS after obtaining permission from the Corporation vide Ref. No. CIDCO / EO / CBD / 98 / 5442 dated 29th December, 1999, the Original Allottee **MR. JAGAT SINGH RAWAT** sold and assigned all his rights title, interest and benefits in respect of the said **Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane** (hereinafter referred to as the "SAID FLAT" and more particularly mentioned in the Schedule of Property hereunder written) to **MRS. SUSHILA LAXMAN BAHULEKAR** for proper consideration vide **Deed of Assignment dated 30th December, 1999**, duly registered with **Sub – Registrar of Assurances, Thane-3, on 3rd January, 2000 under Serial No. 68/2000** and handed over the peaceful and vacant possession of the said flat to **MRS. SUSHILA LAXMAN BAHULEKAR**.

7. AND WHEREAS after obtaining permission from the Corporation vide Ref. No. CIDCO / AEO / KK / 2003 / 1846 dated 24th March, 2003, , the Original Allottee **MRS. SUSHILA LAXMAN BAHULEKAR** sold and assigned all his rights, title, interest and benefits in respect of the said Flat to **MRS. JAYA SURYAKANT DIVEKAR & MR. SURYAKANT SONABA DIVEKAR** for proper consideration vide **Agreement to Sell dated 26th March, 2003**, duly registered with **Sub – Registrar of Assurances, Thane-8, on 26th March, 2003 under Serial No. TNN8-00916-2003** and handed over the peaceful and vacant possession of the said flat to **MRS. JAYA SURYAKANT DIVEKAR & MR. SURYAKANT SONABA DIVEKAR**.

8. AND WHEREAS after obtaining permission from the Corporation vide Ref. No. _____ dated _____, the Original Allottee **MRS. JAYA SURYAKANT DIVEKAR & MR. SURYAKANT SONABA DIVEKAR** sold and assigned all his rights, title, interest and benefits in respect of the said Flat to **MR. TAHA NAJMUDDIN AHMED & MR. MOHAMMED NAJMUDDIN BURHANUDDIN AHMED** for proper consideration vide **Agreement For Sale** dated **11th December, 2019**, duly registered with **Sub – Registrar of Assurances, Thane-8, on 11th December, 2019** under **Serial No. TNN8-17593-2019** and handed over the peaceful and vacant possession of the said flat to **MR. TAHA NAJMUDDIN AHMED & MR. MOHAMMED NAJMUDDIN BURHANUDDIN AHMED**.

9. AND WHEREAS the Vendors / Sellers are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat, together which certain share in common undivided interest appurtenant to the said Flat and have agreed to sell the said Flat to the PURCHASER on ownership basis under the provisions of the Maharashtra Apartments Ownership Act, 1970 (hereinafter called "THE SAID ACT") as hereinafter mentioned and upon the PURCHASERS paying in full all the dues payable to the Vendors / Sellers under these presents and complying withal the terms and conditions thereof.

AND WHEREAS –

MR. TAHA NAJMUDDIN AHMED & MR. MOHAMMED NAJMUDDIN BURHANUDDIN AHMED are the lawful Owners of the **Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane** hereinafter referred to as the said Flat) and is in lawful possession the same.

AND WHEREAS the TRANSFERORS / SELLERS out of his/her/their own sweet will decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS –

The TRANSFEREES / PURCHASERS being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFERORS / SELLERS whereupon the TRANSFERORS / SELLERS represented to the TRANSFEREES / PURCHASERS that :

- A) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS / SELLERS personally affecting the said premises.
- B) There are no attachments or prohibitory order as against or affecting the said premises.
- C) The said premises is free from all encumbrances or charges and / or is not the subject matter to any lispendens or easements or attachments either before or after judgment. The TRANSFERORS / SELLERS has not received any notice either from the Government, Semi – Government, Society, or the Municipal Corporation regarding any of the proceedings in respect of the said premises.
- D) The TRANSFERORS / SELLERS has paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFERORS / SELLERS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.

- E) The TRANSFERORS / SELLERS in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the said premises and have not dealt with or dispose of the said premises in any manner whatsoever.
- F) Neither the TRANSFERORS / SELLERS nor any of his/her/their predecessors in title has/had received any notice either from the municipal corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.
- G) The TRANSFERORS / SELLERS has not done any act, deed, matter or thing whereby he is prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREES / PURCHASERS and the TRANSFERORS / SELLERS has all the right, title and interest to enter into this agreement with the TRANSFEREES / PURCHASERS on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREES / PURCHASERS offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society at and for total **Sale Consideration of Rs.90,10,000/- (Rupees Ninety Lakhs Ten Thousand Only).**

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same has been ultimately accepted by the TRANSFERORS / SELLERS

and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows :

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

1. The TRANSFERORS / SELLERS hereby agrees to sell, assign and transfer and the TRANSFEREES / PURCHASERS hereby agrees to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, CHANDRALOK CO. OP. HSG. SOCIETY LTD., Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane** as and for a total **Sale Consideration of Rs.90,10,000/- (Rupees Ninety Lakhs Ten Thousand Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the **SCHEDULE** hereunder written.

2. The TRANSFEREES / PURCHASERS has agree to pay to the TRANSFERORS / SELLERS total **Sale Consideration of Rs.90,10,000/- (Rupees Ninety Lakhs Ten Thousand Only)** in the following manner :-
 - a. **Rs.10,000/- (Rupees Ten Thousand Only)** by Cheque as Part Payment of this Agreement.

 - b. **Balance Amount of Consideration of Rs.90,00,000/- (Rupees Ninety Lakhs Only)** by obtaining loan / financial assistance from any bank / financial institution.

3. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFERORS / SELLERS shall put the TRANSFEREES / PURCHASERS in actual, physical, legal, vacant and peaceful possession of the said premises, to the TRANSFEREES / PURCHASERS, free from all the encumbrances charges, equity, etc.
4. The TRANSFERORS / SELLERS, after realization of receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through himself or through his/her/their predecessors in title. The TRANSFEREES / PURCHASERS hereafter shall do all the needful in respect of the said premises to secure his/her/their title to the said premises and the TRANSFERORS / SELLERS shall keep the TRANSFEREES / PURCHASERS indemnified from all the liabilities and / or claim against the said premises.
5. The TRANSFERORS / SELLERS shall also hand over his/her/their original previous agreement, allotment letter, last maintenance charges receipt, last electricity bill and other records amounting to the title of the premises, for the purpose of his/her/their record.
6. The TRANSFEREES / PURCHASERS hereby agrees that, on becoming the members of the said society, the TRANSFEREES / PURCHASERS shall abide by all single bye - laws, rules and regulations adopted by the society.
7. The TRANSFERORS / SELLERS hereby states, declares and confirms that the TRANSFEREES / PURCHASERS shall be entitled to get transferred the **Electricity Meter** installed in the said premises to his/her/their name and the TRANSFERORS /

SELLERS shall, if required give his/her/their fullest co-operation in that regard.

8. The TRANSFEREES / PURCHASERS , after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the TRANSFEREES / PURCHASERS can hold the same for unto and to the use and benefit for himself, his/her/their heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFERORS / SELLERS or any person on him behalf or who may claim through him or in trust for him, subject only on the part of the TRANSFEREES / PURCHASERS to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.
9. The TRANSFERORS / SELLERS hereby declares that the said premises shall be made free from all encumbrances and liabilities i.e. Municipal Taxes, Electricity bills, Society's maintenance and other charges upto the date of possession and shall be cleared off by the TRANSFERORS / SELLERS . The TRANSFEREES / PURCHASERS declare that he will clear off all the liabilities towards Municipal Taxes, Electricity bills, Society's maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.
10. The TRANSFERORS / SELLERS further declares that he have full right and absolute authority to enter into this agreement and that he have not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said premises is encumbered in any way or he may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or

hindered in enjoying the rights, title to be conferred or transferred hereby in his/her/their favour whereby the quiet and peaceful possession or enjoyment of the TRANSFEREES / PURCHASERS in respect of the said premises may be disturbed. In the event contrary being found, the TRANSFERORS / SELLERS shall indemnify and keep indemnified the TRANSFEREES / PURCHASERS from any loss caused to the TRANSFEREES / PURCHASERS because of the defect in title.

11. The TRANSFERORS / SELLERS shall obtain the necessary no objection certificate from society to effectuate the legal perfect transfer of the said society has confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the TRANSFEREES / PURCHASERS herein.
12. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares and benefits annexed to the said premises and various deposits paid by the TRANSFERORS / SELLERS to the said society.
13. The TRANSFEREES / PURCHASERS are bound to get the said premises legally transferred in his/her/their own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFERORS / SELLERS hereby undertakes to render his/her/their fullest co-operation to the TRANSFEREES / PURCHASERS for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREES / PURCHASERS and further undertakes not to charges any extra consideration and / or charges etc. for the same.

14. The TRANSFERORS / SELLERS hereby agree to sign all necessary, papers, documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the TRANSFEREES / PURCHASERS .
15. The TRANSFERORS / SELLERS and TRANSFEREES / PURCHASERS shall indemnify and keep indemnified the said society for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of handing over possession of the said premises to the TRANSFEREES / PURCHASERS .
16. The charges of stamp duty, registration fees, CIDCO Transfer Charges and the charges of this agreements, application, deeds, legal charges, no objection certificate, etc shall be borne and paid by TRANSFEREES / PURCHASERS ALONE.
17. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE OF FLAT ::

ALL THAT RESIDENTIAL PREMISES bearing Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed his/her/their respective hands on the day and year written hereinabove.

SIGNED SEALED AND DELIVERED

by the within named **“TRANSFERORS / SELLERS ”**

MR. TAHA NAJMUDDIN AHMED

MR. MOHAMMED NAJMUDDIN BURHANUDDIN AHMED

In presence of

1)

2)

SIGNED SEALED AND DELIVERED

by the within named **“TRANSFEREES / PURCHASERS ”**

MR. VISHAL SUNIL KANADE

MISS. PRATICHI PRADEEP SANAYE

In presence of

1)

2)

:: RECEIPT ::

RECEIVED of and from **MR. VISHAL SUNIL KANADE & MISS. PRATICHI PRADEEP SANAYE (TRANSFEREES / PURCHASERS)** a sum of **Rs.10,000/- (Rupees Ten Thousand Only)** being Earnest Money / Part Payment against the sale of Flat No.7-B/E049, admeasuring 51.040 Sq. Mtrs., Built up area and 17.060 Sq. Mtrs., C Yard, situated on Ground Floor, B Wing, E – Type, CHANDRALOK CO. OP. HSG. SOCIETY LTD., Sector-10 at Village Koparkhairane, Navi Mumbai, Tal. & Dist- Thane.

MODE OF PAYMENT :-

Date	Cheque No.	Bank	Amount
		Total Amount	10,000/-

**WE SAY RECEIVED
Rs. 10,000/-**



MR. TAHA NAJMUDDIN AHMED



**MR. MOHAMMED NAJMUDDIN
BURHANUDDIN AHMED
"TRANSFERORS / SELLERS"**

WITNESSES :-

- 1)
- 2)