

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at **Panvel** on _____ Day
month of **March 2023** **BETWEEN Mrs. SANGEETA HARESHLAL**
HAZARI, Age - 57 years, Occupation - Business, (Pan
No.ABTPH4610D), Indian Inhabitant, Residing at- Sai Sevak
Mahal, Own House , Kamgar Hospital Road, Opp. Kamgar
Hospital, Ulhasnagar - 2 hereinafter called and referred to as
“**SELLER**” (which expression shall unless it be repugnant to the
context or meaning thereof mean and include her heirs, executors,
administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) Mr. BHIKHAM KUMAR, Age- 45 years, Occupation - Service,
(Pan No. APNPK2788K) and 2) Mrs. RAJPATI DEVI, Age- 46 years,
Occupation - Housewife, (Pan No. DUYPR0225P), Indian
Inhabitants, Both residing at- Flat No.H/15, BARC Quarters,Old
Mandala S.T.Road, Near Vijay Hotel, Trombay , Mumbai - 400 088
hereinafter called and referred to as “**PURCHASERS**” (which
expression shall unless it be repugnant to the context or meaning
thereof shall mean and include their heirs, executors, administrators
and assigns) **THE PARTY OF THE SECOND PART.**

AND WHEREAS by virtue of an Agreement for Sale Registered on
Dated - 30/06/2017 between the Builders M/s. **AVAJ BUILDERS**
& **DEVELOPERS PVT.LTD.** a company having office at- Sector - 1E,
Kalamboli, Navi Mumbai sold **Flat No.101, Second floor, K wing,**
AVAJ RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD,

Survey No.204/0, Village- Vichumbe, Tal-Panvel, Dist.Raigad, Admeasuring Carpet area of 49.65 Sq.mtrs. to Mrs. SANGEETA HARESHLAL HAZARI vide Document No.PVL4-7183/2017 on Dtd. 30/06/2017.

AND WHEREAS the party of the First Part, is in actual possession of the said flat with existing all amenities and fittings and the transaction of the purchase of the said flat on ownership basis is completely by the party of the first part from her own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. In spite of this if anybody takes any objection or claim in the right of the said property, the party of the First Part shall clear the same with her own funds and shall see that the second part remains intact and unaffected. The party of the first part has got full right and absolute authority to sell/disposed off and transfer all their right, title and interest in the said flat as her self-acquired property. The said flat is hereby sold with absolute ownership right including all fittings by the Seller to the PURCHASERS is hereby agreed by the both parties.

AND WHEREAS by virtue of the said Agreement , and by virtue of payment of full and consideration of the said Premises, paid by the SELLER to the said Promoter, the SELLER has been possessing, occupying and enjoying the said premises on ownership basis :

AND WHEREAS the SELLER is the bonafide member of said **AVAJ RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD,**. a Society registered under **Regn No.RGD/PWL/HSG/(TC)/4874/2021-2022 Year 2022 Dtd. 14/01/2022** and having right , title and interest and membership in respect of the said premises, which society

hereinafter in this Agreement for brevity's sake is referred to as "**The said Society**" and being the member of the said Society, and thus the SELLER has clear and marketable title in respect of the said Premises and the SELLER is well and sufficiently entitled to the said Premises and has absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof :

AND WHEREAS the **SELLER** out of their own sweet will decided to sell the aforesaid flat on **OWNERSHIP BASIS**.

AND WHEREAS the **PURCHASERS** being in need of a suitable and convenient accommodation, came to know about the same, approached the **SELLER** whereupon the SELLER represented to the **PURCHASERS** that :

- a) To apply to the society for effective transfer of the relevant shares referred above, along with entire interest in the said flat with everything appurtenant hereto, to the exclusive name of the **PURCHASERS** and to sign and execute such forms and documents in order to give full effect to these covenants as may be necessary.
- b) To sign and execute such forms as necessary to move the Maharashtra State Electricity Distribution Co.Ltd. and or departments to have the electric meter in respect of the said flat transferred unto the name of **PURCHASERS**.
- c) There are no suits, litigations, civil or criminal or any other proceedings pending as against the **SELLER** personally affecting the said premises ;

- d) There are no attachments or prohibitory orders as against or affecting the said premises and the said premises is free from all encumbrances or charges and/or is subject matter to any lispendens or easements or attachments either before or after judgment , subject to whatever stated hereinabove. The SELLER has not received any notice either from the Government, Semi – Government , Society or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- e) The SELLER in the past has not entered into any agreement either in the form of sale, lease, exchange , assignment or other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said premises and has not dealt with or dispose off the said premises in any manner whatsoever ;
- f) The SELLER 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 **PURCHASERS** and the SELLER has all the right, title and interest to enter into this agreement with the **PURCHASERS** on the various terms and conditions as stated herein
- g) The Seller do hereby declare that no notice for the recovery of the Stamp duty and registration have been received by them in respect of the said flat.
- h) The Seller is legally entitled to hold the said flat and every part thereof and except the Sellers no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.

- i) The flat will be delivered to the PURCHASERS in the condition as it is and the Seller will not be liable to make any addition or alteration therein.

AND WHEREAS believing the aforesaid representations of the SELLER, the **PURCHASERS** offered to purchase the said flat 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 lump sum price/ consideration of **Rs.42,00,000/- (Rupees Forty Two Lakhs Only)**.

AND WHEREAS after negotiations, the SELLER has agreed to sell, assign and transfer and the PURCHASERS has agreed to purchase and acquire the said premises for the consideration and upon the terms and conditions hereinafter appearing.

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

1. THE SELLER do hereby agree to sell, assign and transfer and the PURCHASERS doth hereby agree to purchase and acquire the right, title and interest in and upon the said flat being **Flat No.101, Second floor, K wing, AVAJ RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD, Survey No.204/0, Village- Vichumbe, Tal-Panvel, Dist.Raigad, Admeasuring Carpet area of 49.65 Sq.mtrs** at and for a lump sum price of **Rs.42,00,000/- (Rupees Forty Two Lakhs 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

(hereinafter for the sake of brevity called and referred to as the
“SAID PREMISES”)

- 2) The PURCHASERS has paid an amount of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** by cheque in the manner more particularly stated in the receipt hereunder written at the time of execution of these presents towards **part payment** of the consideration (payment and receipt whereof the SELLER doth hereby admit and acknowledge and hereby release acquit and discharge the PURCHASERS from the payment thereof absolutely and forever).

PAYMENT SCHEDULE

Rs.1,00,000/- paid by cheque No.092963 drawn on PNB Bank Anushakti nagar Mumbai Br.on Dt.20/03/2023.

Rs.9,00,000/- paid by NEFT/RTGS No. Dtd.

Rs.32,00,000/- will be given by way of loan from any financial Institution or bank within 45 days after registration of this document.

Rs.42,00,000/- (Rupees Forty Two Lakhs Only).

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- 3) Upon receipt of the entire amount of consideration the SELLER shall deliver the actual, physical , legal and vacant and peaceful possession of the said premises from all encumbrances.
- 4) As aforesaid the PURCHASERS has agreed to pay to the SELLER full and final payment and thus the SELLER has

agreed to sell and transfer and the PURCHASERS has agreed to purchase and acquired the said flat along with all right, title and interest and benefits attached to it, on ownership basis, and shall use and occupy the same as owner thereof, absolutely and forever.

- 5) The SELLER shall handover and deliver to the PURCHASERS all the documents pertaining to the title of the said premises, along with said Agreement NOC from society for purpose of enabling PURCHASERS to avail Loan from Bank and procure with view to making payment of full and final amount of consideration.
- 6) The SELLER, after the payment of entire amount of consideration shall have no claim right, title, interest ownership demand or charge of whatsoever nature in or upon the said premises through themselves or through their predecessor in title.
- 7) It is hereby specifically agreed that all the society dues, maintenance charge, taxes etc. due till the date of transfer shall be paid by the SELLER.
- 8) The 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 PURCHASERS can hold the same for unto and to the use and benefit for themselves, their heirs, executors , successors forever without any claims charges interest demand or lien of the SELLER or any person on his behalf or who may claim through them or in trust for them.
- 9) The SELLER declare that the said premises shall made free from all encumbrances. The SELLER further declare that they shall indemnify and keep indemnified the PURCHASERS from

any loss caused to the PURCHASERS because of the defect in title.

- 10) The SELLER shall pay all dues of taxes & maintenance charges to society and obtain the necessary **NO OBJECTION CERTIFICATE** from **AVAJ RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD** for effectual, legal & perfect transfer of the said Premises in favour of PURCHASERS and to confirm the transfer and shall abide rules and regulations of the said society upon transfer of said premises in their favour all the expenses should be by SELLER.
- 11) The PURCHASERS shall get the said premises legally transferred in their own names/ favour after observing all the necessary procedures and get all the deeds, documents, applications etc. executed. The SELLER hereby undertakes to render his fullest co-operation to the PURCHASERS for legal, full, perfect and effectual transfer of the said Premises in favour of the PURCHASERS or their nominee/s and further undertakes not to charge any extra consideration and /or charges etc. for the same.
- 12) The SELLER hereby agree to sign all necessary papers , documents , deeds and swear affidavit and declarations as and when necessary for effective transfer of the said premises in favour of the PURCHASERS or their nominee/s.
- 13) The SELLER agrees and undertakes to handover all original documents, vouchers , last paid up bills of outgoings etc. , as in respect of the said flat to the PURCHASERS.
- 14) It is mutually agreed by and between the parties that the charges or stamp duty , registration fees, legal charges etc. shall be borne and paid by the PURCHASERS alone.
- 15) If this agreement fails due to the refusal of the society to give its consent to the Transfer or the refusal of the Income Tax authorities to give is approval or for any reason beyond the control of the SELLER or the 'PURCHASERS' , the SELLER shall refund the earnest money to the 'PURCHASERS' forthwith without any interest.
- 16) If the PURCHASERS commits default in completing the transaction , the SELLER will be entitled to cancel the agreement by giving prior notice to the 'PURCHASERS'.

- 17) The Flat will be delivered to the PURCHASERS in the condition as it is and the SELLER will not be liable to make any additions or alterations therein.
- 18) The Agreement shall always be subject to the provisions of the Transfer of Property Act, 1882 and the rules made there under.
- 19) WHEREAS the SELLER have given inspection of the aforesaid premises and all the relevant documents in respect of the said premises to the PURCHASERS and the PURCHASERS admit of having inspected the same. That both the parties agree that they have read all the contents, terms and conditions mentioned in this Agreement and after reading, confirming the same both the parties have signed this Agreement in presence of the witnesses.
- 20) The Agreement shall always subject to the provisions of the Maharashtra Co-operative Societies Act., 1960 and the rules made there under.

PROPERTY SCHEDULE

Flat No.101, Second floor, K wing, AVAJ RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD, Survey No.204/0, Village-Vichumbe, Tal-Panvel, Dist.Raigad, Admeasuring Carpet area of 49.65 Sq.mtrs

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand on these present on the day and year first hereinabove mentioned.

**SIGNED AND DELIVERED by the
WITHIN NAMED SELLER
Mrs. SANGEETA HARESHLAL HAZARI**

}

SELLER

In the presence of...

1. _____

2. _____

**SIGNED AND DELIVERED by the
WITHIN NAMED PURCHASERS**

1) Mr. BHIKHAM KUMAR

2) Mrs. RAJPATI DEVI

}
} **PURCHASERS**

In the presence of...

1. _____

2. _____

R E C E I P T

RECEIVED of and from the within named **PURCHASERS** **1)**
Mr. BHIKHAM KUMAR and 2) Mrs. RAJPATI DEVI sum of
Rs.10,00,000/- (Rupees Ten Lakhs Only) paid by cheque/NEFT
mentioned in payment schedule above as **Part Payment** of against
the said **Flat No.101, Second floor, K wing, AVAJ RESIDENCY CO-**
OPERATIVE HOUSING SOCIETY LTD, Survey No.204/0, Village-
Vichumbe, Tal-Panvel, Dist.Raigad.

Panvel.

**I say received.
Rs.10,00,000/-**

**Mrs. SANGEETA HARESHLAL HAZARI
SELLER**

WITNESS :

1. _____

2. _____