

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Thane on this ____day of July 2023 BETWEEN 1) **MR. MILIND NARAYAN KERKAR (PAN AANPK1828R)**, age 60 years, 2) **MRS. KIRTI MILIND KERKAR (PAN AVZPK9495R)**, age 55 years Indian Inhabitant, both residing at Flat No. 105/106, Building No. 5, Garden Enclave, Vasant Vihar, Pokhran Road No. 2, Thane 400610 hereinafter referred to as the "TRANSFEROR" (which expression shall unless it be repugnant to the

context or meaning thereof includes his heirs, executors,
administrators and assigns) of the FIRST PART.

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AND

1) **MR. RAKESH MAHIPAT KADAM (PAN AZQPK7003A)** age 40 years, 2) **MRS. SARIKA RAKESH KADAM (PAN COQPS4287H)** age 37 years both residing at – Flat No. 105, Dnyaneshwari Park, Kharigaon, Pakhadi, Kalwa, Thane (w) 400605 hereinafter referred to as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof includes their executors, administrators and assigns) of the SECOND PART.

WHEREAS :

1. The TRANSFEROR own on ownership basis a Terrace attached thereto **Flat No. 603, 6th Floor, Building No. A-2**, admeasuring **585 sq.ft. Built-up area** in society known as **The Bldg A1 & A2 Raunak Park Co-Op. Housing Society Ltd.,** (Regn. No. **TNA/(TNA)/HSG./TC/12004/2000, Date 04.10.2000**), being lying and situated at **Village – Majiwade, Rounak Park, Kokani Pada, Pokhran Road No. 2, Majiwade, Thane (w)**, by virtue of Agreement for Sale dated **14.08.1998** with **M/s. Khandelwal & Associates** and registered with Sub-Registrar of Assurances, Thane under **Document No. Chha 1637/1998 dt. 14.08.1998.**

As the TRANSFEROR is the member of the **The Bldg A1 & A2 Raunak Park Co-Op. Housing Society Ltd.,** and holding Five Number of shares of Rs. 50/- each bearing distinctive number of shares from 131 to 135 (both inclusive) total worth Rs. 250/-

of the said society having Member Registration No. 44, Serial No. 28 with the said Flat, Now the TRANSFEROR decided to transfer & sell the said Flat AND WHEREAS the TRANSFEREES approached the TRANSFEROR AND after verifying the title and physical status of the said Flat with its respective share .

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2. The Plan of the aforesaid building has been approved by the Municipal Corporation of the City of Thane vide its Occupancy Certificate No. V.P.No. 88042 TMC/TDD/1778 dtd.13.10.1997.
3. The TRANSFEROR has paid up the consideration amount payable by them towards the said Flat and has been absolute owner of the said Flat.
4. The TRANSFEROR is in possession of the said Flat as a member of the said Society and has all the rights, title and interest to deal with the said Flat in whatever way he/she/they likes.
5. The TRANSFEROR has now agreed to sell the said Flat to the TRANSFEREES and the TRANSFEREES have agreed to purchase the same from the TRANSFEROR on ownership basis.
6. TRANSFEROR hereby agreed that, he will transfer all rights related to the said Flat which includes all facilities and amenities provided by the said society to the TRANSFEREES.
7. The parties hereto have agreed upon the terms and conditions in respect of the said sale of the Flat.

8. The parties hereto being now desirous of recording the said terms and conditions in writing.
9. The TRANSFEROR will apply for no objection certificate (NOC) to the Society by due process and handover the no objection certificate to the TRANSFEREES.
10. The TRANSFEROR now intend to sell all his rights, titles, interest and benefits in the said flat and the TRANSFEREES agree to purchase on the terms and conditions and covenants mutually agreed upon by and between the parties hereto as hereinafter appearing.

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

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1. The TRANSFEROR is the sole and absolute owner of the said Flat, and it has got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFEROR has not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREES.
2. The TRANSFEROR has not agreed to sell, Transfer, alienate or encumber the said Flat and or any part thereof and has not entered into any agreement orally or in writing to sell, transfer, alienate or encumber the said Flat and or any part thereof to or in favour of any other person whomsoever.

3. The TRANSFEROR has not received any token money, earnest money or any amount whatsoever in respect of the said Flat except from TRANSFEREES.
4. There is no any pending dues against the said Flat and in future if found any shall be paid by the TRANSFEROR.
5. There are no outstanding mortgages, liens and notices for acquisition in respect of the said Flat.
6. The said Flat is not subject matter of any pending suit or attachment before or after judgement of any court of law or authority for recovery of any debt, decretal amount, Income Tax, Wealth Tax, Gift Tax or any other amount by way of taxes and/or penalties thereon.
7. There do not subsist any order of injunction or appointment of Court Receiver on the Said premises or any part thereof issued by court of Law or other Authority.
8. The said Flat hereby agreed to be sold is free from encumbrances of any nature whatsoever and the same is not attached either before or after the judgement or at the instance of taxation authority or any other authorities, and the TRANSFEROR has not given any

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undertaking to the taxation authorities so as not to deal with or dispose of right, title and interest in the said Flat & that the TRANSFEROR has full and absolute power to deal with the same.

9. There are no attachment or prohibitory order issued by the Competent authority or Court or any government or semi-government authority or bank prohibiting from dealing with or selling or transferring the said Flat contemplated under these presents.
10. Should there be any claim in respect of the said premises from any person or persons or authority pertaining to any period prior to the transfer of the said Flat to and in the name of TRANSFEREES in the books / records of the building, the TRANSFEROR hereby agree to indemnify and keep indemnified the TRANSFEREES against all or any such claims.
11. The TRANSFEROR shall sell & the TRANSFEREES shall purchase the Terrace attached thereto **Flat No. 603, 6th Floor, Building No. A-2**, admeasuring **585 sq.ft. Built-up area** in society known as **The Bldg A1 & A2 Raunak Park Co-Op. Housing Society Ltd.**, (Regn. No. **TNA/(TNA)/HSG./TC/12004/2000, Date 04.10.2000**), being lying and situated at **Village – Majiwade, Rounak Park, Kokani Pada, Pokhran Road No. 2, Majiwade, Thane (w) Survey No. 277/13, 278/2, 279, 208/6/9** well described in the schedule written hereunder, at the lumpsum price of **Rs. 86,00,000/- (Rs. Eighty Six Lakhs Only)**.
12. The TRANSFEREES agreed to pay to The TRANSFEROR sum of **Rs. 86,00,000/- (Rs. Eighty Six Lakhs Only)** as under:-
- Rs. 1,00,000/- (Rs. One Lakh Only)**
paid by Cheque No. 000077 dtd.
10.07.2023 drawn on HDFC Bank,
Kalwa, Thane.

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Rs. 3,00,000/-

(Rs. Three Lakhs Only)

paid by Cheque No. 146737 dtd.
19.07.2023 drawn on Bank of India,
Parel, Mumbai.

Rs. 3,14,000/-

(Rs. Three Lakhs Fourteen

Thousands

Only)

paid by Cheque No. 000081 dtd.
20.07.2023 drawn on HDFC Bank,
Kalwa, Thane.

Rs. 86,000/-

(Rs. Eighty Six Thousands Only)

By way to TDS

Rs. 78,00,000/-

(Rs. Seventy Eight Lakhs Only)

Will be paid by transferee after
sanctioning Loan from Bank or any
other financial Institution **within 30**
working days from the date of
registration of this agreement subject
to receipt of society' s no objection
certificate as per bank format and
possession of all the original title
documents of the said property and
the said property to the
TRANSFEREES.

Rs. 86,00,000/-

(Rs. Eighty Six Lakhs Only)

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13. However, if the TRANSFEREES are unable to pay full and final payment of consideration as stipulated period mention this agreement, the agreement shall stand null & void & the TRANSFEROR shall retain ownership of the said premises as before.

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14. The TRANSFEREES confirm that as required under the provision of section 194-IA of the Income Tax Act, 1961, they have deducted an amount of Rs. 86,000/- (Rupees Eighty Six Thousands Only) being [1%] of the total purchase consideration of Rs. 86,00,000/- (Rs. Eighty Six Lakhs Only) and shall deposit the same with Income Tax Department and furnish a copy of the Tax Deduction Certificate to the TRANSFERORS.
15. If the TRANSFEREES fails to pay part of the consideration as aforesaid written in the above said agreement, then the TRANSFEROR shall be entitled to cancel this Registered Agreement of the said Flat and in that event TRANSFERORS shall forfeit the Rs. 1,00,000/- and refund the balance consideration if any to the TRANSFEREES forthwith without any interest and if transferor will cancelled the said Registered agreement then he will pay Rs. 1,00,000/- extra amount to Transferee.

16. TRANSFEROR hereby declare that, the above said Flat is totally mortgage free.
17. The TRANSFEROR is/are not restricted either in the Income Tax Act, Service Tax, Vat or under any other stature from disposing of the said premises or any part thereof in the manner stated in this Agreement.
18. The TRANSFEROR hereby states and declares that the said Flat is free from all encumbrances and liabilities and if any, the same will be cleared by the TRANSFEROR at his own cost on the date of agreement, of the said flat to TRANSFEREES after receiving full and final consideration. The TRANSFEROR has paid up the Municipal Taxes / Government Dues, Taxes / Local Govt. Taxes, etc. and other charges payable by them to the concerned authorities as the same may be till the date hereof regarding the said Flat. The TRANSFEREES will have to pay all the dues, charges, fees, taxes,

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maintenance charges etc. against the said flat after the possession and the TRANSFEROR shall not be responsible to meet the same after the possession.

19. The TRANSFEROR undertake to furnish all the relevant Original documents, papers regarding the said Flat to the TRANSFEREES as early as possible from the date of registration of this Agreement for sale of Flat. For being produce to the bank / financial institute for obtaining housing loan for the said Flat.
20. The TRANSFEROR has got all the rights, title and interest to sell, transfer and convey the said Flat as the same is their self

acquired separate property and no other person or persons have got any rights, title or interest or claim of whatsoever nature into and upon the said Flat.

21. The said Flat is not mortgaged to any bank, any other authorities and it has not been gifted to any relative / friend / guarantor.
22. The TRANSFEROR hereby agrees and undertakes to get the said Flat along with Electric Meter duly transferred in favour of the TRANSFEREES herein with relevant records and for the purpose the TRANSFEROR herein agrees and undertakes to sign and execute and/or get signed and executed all such necessary applications, forms, deeds, matters, and thing as may be necessary at any time in future, but at the cost of the TRANSFEREES herein.
23. The TRANSFEROR and the TRANSFEREES will pay the society transfer charges equally which are required to be paid for the transfer of the said flat to the name of the TRANSFEREES.
24. The TRANSFEREES hereby declare that all the Rules, Regulations in force and bye-laws of the said Building will be observed by the TRANSFEREES.
25. The TRANSFEROR have agreed to grant, convey, transfer and assure unto the TRANSFEREES all deeds, writings and evidence of title which in any way relate to the said flat or any part or parcel

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thereof and which are or hereafter shall or may be in the custody, power or possession of the TRANSFEROR.

26. The TRANSFEROR hereby agrees to sign the various forms as per provisions of the various acts and co-operate the TRANSFEREES for completing all the formalities in connection with the said matters.
27. The TRANSFEROR has agreed to deliver to the TRANSFEREES all original documents relating to purchase of the Flat which are in possession of the TRANSFEROR and application duly signed by the TRANSFEROR for transfer of the said flat in favour of the TRANSFEREES.
28. The TRANSFEROR undertakes to deliver vacant and peaceful possession of the said Flat to the TRANSFEREES only on receipt of full and final consideration amount.
29. The TRANSFEREES shall bear the amount to be spent towards stamp duty, registration fee etc. as applicable.
30. If the above payment is not made and the amount payable as stated above is not cleared and credited by the TRANSFEREES to the TRANSFEROR as per the above mentioned Payment Schedule, this agreement will be considered as Null and Void.
31. This Agreement is made subject to Maharashtra Ownership Flat Act, 1963 and the rules made.

SCHEDULE OF THE PROPERTY

ALL that piece and parcel of Terrace attached thereto **Flat No. 603, 6th Floor, Building No. A-2**, admeasuring **585 sq.ft. Built-up area** in society known as **The Bldg A1 & A2 Raunak Park Co-Op. Housing Society Ltd.**, (**Regn. No. TNA/(TNA)/HSG./TC/12004/2000, Date 04.10.2000**), being lying and situated at **Village – Majiwade, Rounak Park, Kokani Pada, Pokhran Road No. 2, Majiwade, Thane (w)** Registration District and

Sub-Registrar Thane, within the limits of Thane Municipal Corporation bearing **Survey No. 277/13, 278/2, 279, 208/6&9.**

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

SIGNED, SEALED & DELIVERED By
Within named "**TRANSFEROR**"

MR. MILIND NARAYAN KERKAR

MRS. KIRTI MILIND KERKAR
in the presence of

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SIGNED, SEALED & DELIVERED By
Within named "**TRANSFEREES**"

MR. RAKESH MAHIPAT KADAM

MRS. SARIKA RAKESH KADAM

in the presence of

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RECEIPT

RECEIVED from **MR. RAKESH MAHIPAT KADAM & MRS. SARIKA RAKESH KADAM** a sum of Rs. 7,14,000/- (Rupees Seven Lakhs Fourteen Thousands Only) paid by Cheque being the part payment against the sale of Terrace attached thereto **Flat No. 603, 6th Floor, Building No. A-2**, admeasuring **585 sq.ft. Built-up area** in society known as **The Bldg A1 & A2 Raunak Park Co-Op. Housing Society Ltd.,** (Regn. No. TNA/(TNA)/HSG./TC/12004/2000, Date **04.10.2000**), being lying and situated at **Village – Majiwade, Rounak Park, Kokani Pada, Pokhran Road No. 2, Majiwade, Thane (w).**

RS. 7,14,000/-

I SAY RECEIVED

(MR. MILIND NARAYAN KERKAR)

(MRS. KIRTI MILIND KERKAR)
TRANSFEROR

WITNESSES:

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