

## **AGREEMENT FOR SALE**

**ARTICLES OF THIS AGREEMENT FOR SALE** is made and entered into at  
Mumbai on this ..... day of July, 2023

BETWEEN

**MRS. MARISE ANN LAWRENCE, having PAN No. ABFPL4335D, an adult, Indian Inhabitant, address at :- Flat No. 602, on the 6th Floor, in the building known as “Cuz-Inns”, constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050, hereinafter for brevity’s a sake called and referred to as “THE TRANSFEROR” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his heirs, executors, administrators and assigns) THE PARTY OF THE FIRST PART.**

AND

**MRS. PRAGATI PRIYESH CHODNEKAR, having PAN No. AOVPC9743D, an adult, Indian Inhabitant, having address at :- Flat No. 204, 2<sup>nd</sup> Floor, Shivshankar Apartment, Plot No. 97B, Sector-50A, Seawoods, Nerul, Navi Mumbai-400706, hereinafter for brevity’s a sake called and referred to as “THE TRANSFEREE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) THE PARTY OF THE SECOND PART.**

WHEREAS: The Transferor **MRS. MARISE ANN LAWRENCE** is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises bearing **Flat No. 602, admeasuring 615 Sq. Ft. (equivalent to 57.16 Sq. Mtrs.) carpet area on the 6th Floor, in the building known as "Cuz-Inns", constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050** and is fully seized and possessed of the necessary documents relating thereto.

**AND WHEREAS:** The Transferor is in possession of the said **Flat No. 602, admeasuring 615 Sq. Ft. (equivalent to 57.16 Sq. Mtrs.) carpet area on the 6th Floor, in the building known as "Cuz-Inns", constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050.**

**AND WHEREAS** the TRANSFEROR out of his own will decided to sell the aforesaid premises on **OWNERSHIP BASIS.**

**AND WHEREAS** the TRANSFEREE being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFEROR whereupon the TRANSFEROR represented to the TRANSFEREE that :

- A) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR 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 TRANSFEROR have 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 TRANSFEROR have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFEROR 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 TRANSFEROR 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 TRANSFEROR nor any of his 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 TRANSFEROR have not done any act, deed, matter or thing whereby she is prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFEROR have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

**AND WHEREAS** believing the aforesaid representations the Transferee 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 an aggregate **Sale Consideration of Rs.2,50,00,000/- (Rupees Two Crore And Fifty Lakh 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 TRANSFEROR 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 TRANSFEROR hereby agrees to sell, assign and transfer and the TRANSFEREE hereby agrees to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No. 602, admeasuring 615 Sq. Ft. (equivalent to 57.16 Sq. Mtrs.) carpet area on the 6th Floor, in the building known as "Cuz-Inns", constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050**, alongwith the membership rights and the shares said society as and for an aggregate sale price of **Rs.2,50,00,000/- (Rupees Two Crore And Fifty Lakh 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 TRANSFEREE has agreed to pay to the TRANSFEROR above said sale consideration of **Rs.2,50,00,000/- (Rupees Two Crore And Fifty Lakh Only)** in the following manner;
  - a) **A sum of Rs.47,50,000/- (Rupees Forty Seven Lakh Fifty Thousand Only)** will be paid by the way of cheque/transfer towards Part Payment.
  - b) **A sum of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** will be paid towards TDS i.e. 1% of the value of this Agreement to the concern authority and provide supporting Challan of TDS & TDS Certificates within 30 working days from the date of registration of this Agreement to the Transferor.

- c) Balance Amount of **Rs 2,00,00,000/- (Rupees Two Crore Only)** will be paid on availing housing loan from any financial institute or bank within the period of ..... days from the date of execution of this Agreement.
3. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFEROR shall put the TRANSFEREE in actual, physical, legal, vacant and peaceful possession of the said premises, to the TRANSFEREE, free from all the encumbrances charges, equity, etc.
  4. The TRANSFEROR, 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 predecessors in title. The TRANSFEREE hereafter shall do all the needful in respect of the said premises to secure his title to the said premises and the TRANSFEROR shall keep the TRANSFEREE indemnified from all the liabilities and / or claim against the said premises.
  5. The TRANSFEROR shall also hand over his original previous agreement/s, deed/s, allotment letter, last maintenance charges receipt, last electricity bill and other records amounting to the title of the premises, for the purpose of their record.
  6. The TRANSFEREE hereby agrees that, on becoming the members of the said society, the TRANSFEREE shall abide by all single bye - laws, rules and regulations adopted by the society.
  7. The TRANSFEREE, 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 TRANSFEREE can hold the same for unto and to the use and benefit for himself, his heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFEROR or any person on him

behalf or who may claim through him or in trust for him, subject only on the part of the TRANSFEREE to pay the taxes, assessments, charges, duties or calls made by the Society, Government or any local authority or corporation or co-operative society in respect of the said premises.

8. The TRANSFEROR hereby declares that the said premises shall be made free from all encumbrances and liabilities i.e. Electricity bills, Society's maintenance and other charges upto the date of possession and shall be cleared off by the TRANSFEROR. The TRANSFEREE declare that he will clear off all the liabilities towards Electricity bills, Society's maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.
9. The TRANSFEROR 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 their favour whereby the quiet and peaceful possession or enjoyment of the TRANSFEREE in respect of the said premises may be disturbed. In the event contrary being found, the TRANSFEROR shall indemnify and keep indemnified the TRANSFEREE from any loss caused to the TRANSFEREE because of the defect in title.
10. The TRANSFEROR 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 TRANSFEREE herein.

11. 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 TRANSFEROR to the said society.
12. The TRANSFEREE are bound to get the said premises legally transferred in his own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFEROR hereby undertakes to render his fullest co-operation to the TRANSFEREE for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREE and further undertakes not to charges any extra consideration and / or charges etc. for the same.
13. The TRANSFEROR 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 TRANSFEREE.
14. The TRANSFEROR and TRANSFEREE 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 TRANSFEREE.
15. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by Transferee alone.
16. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder and subject to the provisions contained in the Maharashtra Co-operative Society Act, 1960 or any amendment for the time being in force.

**:: SCHEDULE OF PREMISES ABOVE REFERRED TO ::**

A residential premises Flat No. 602, admeasuring 615 Sq. Ft. (equivalent to 57.16 Sq. Mtrs.) carpet area on the 6th Floor, in the building known as "Cuz-Inns", constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050.

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

SIGNED SEALED AND DELIVERED

by the withinnamed "**TRANSFEROR**"

**MRS. MARISE ANN LAWRENCE**

in presence of .....

1)

2)

SIGNED SEALED AND DELIVERED

by the withinnamed "**TRANSFeree**"

**MRS. PRAGATI PRIYESH CHODNEKAR**

in presence of .....

1)

2)



**:: RECEIPT ::**

**RECEIVED** of and from **MRS. PRAGATI PRIYESH CHODNEKAR (TRANSFEEE)** a sum of **Rs.47,50,000/- (Rupees Forty Seven Lakh Fifty Thousand Only)** paid towards **Earnest/Part Payment** against the sale/transfer of said premises bearing **Flat No. 602, admeasuring 615 Sq. Ft. (equivalent to 57.16 Sq. Mtrs.)** carpet area on the **6th Floor, in the building known as "Cuz-Inns", constructed on the Plot No. 123, St. Cyrils Road, Bandra (West), Mumbai - 400050.**

**Payment Details:**

<b>Sr. No.</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Date</b>	<b>Amount</b>

**I SAY RECEIVED  
Rs. 47,50,000/-**

**MRS. MARISE ANN LAWRENCE  
"TRANSFEROR"**

**WITNESSES :-**

- 1)
- 2)