

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at Shahapur, on this day of Aug. 2023.

B E T W E E N

**MR. MILIND BABANRAO RANE, Age-57 Years, (PAN NO.AADPR7642A), MRS. MANSI MILIND RANE Age- 52 Years, (PAN NO.AEFPR5733N),** both adults, Indian Inhabitants, Residing address at: A-1202, PRAKRITI CHS LTD., GOKULDHAM, GOREGAON (EAST), MUMBAI-400063. Hereinafter referred called the “TRANSFERORS” (Which expression shall unless it be repugnant to the context or meaning thereof and hence shall mean and include their, heirs, executors, administrators and assigns) of the party of the YOGITA NANDKUMAR MUNDHE, [PAN. ALNPM7749J] AGE 42 YEARS RES.OF 127/1015 MOTILAL NAGAR GOREGAON WEST, MUMBAI-400104 AND SHILPA GURNAMSINGH SETHI AGE 43 YEARS [PAN. BORPS9415P] RES. 104/831, MOTILAL NAGAR GOREGAON W. MUMBAI-400104. both adults, Indian Inhabitants, hereinafter called the “TRANSFEREES”(Which expression shall unless it be repugnant to the context or meaning thereof and hence shall mean and include their, heirs, executors, administrators and assigns) of the party of the SECOND PART.

WHEREAS

The TRANSFERORS are absolutely seized and possessed of or otherwise well and sufficiently entitled to Bungalow **Plot No. 44** admeasuring **272 Sq.Mtrs. i.e. 2927Sq.ft** out of the total 230 plots, together with Bungalow structure comprising of Ground + one Upper floor, situated on all that piece and parcel of non-agricultural land bearing Survey No. 157/1 & 12 at “Orange City” Latif wadi, Kasara Khurd, Opp. Maruti Dhaba, Mumbai Nashik Road, Tal. Shahapur, Dist: Thane, and more particularly described in the schedule written hereinafter and hereinafter referred to as “THE SAID BUNGALOW PLOT”.

THE TRANSFERORS by and under an Agreement for sale dated 17<sup>TH</sup> APRIL, 2008, entered into between M/s. Pratik Builder & Estate Developers Pvt. Ltd. there in referred to as The Promoters And MR. MILIND BABURAO RANE & MANSI MILIND RANE therein referred to as The Purchaser’s (hereinafter called the 1<sup>st</sup> Purchasers) and the said Promoters have sold to the 1<sup>st</sup> Purchaser and the 1<sup>st</sup> Purchaser have purchased from them a Bungalow Plot being the Bungalow **Plot No. 44** admeasuring **272 Sq.Mtrs. i.e. 2927 Sq.ft** out of the total 230 plots, together with Bungalow structure comprising of Ground + one Upper floor situated on all that piece and parcel of non-agricultural land bearing Survey No. 157/1 & 12 at “Orange City” Latif wadi, Kasara Khurd, Opp. Maruti Dhaba, Mumbai Nashik Road, Tal. Shahapur, Dist: Thane, at the price and on the terms & conditions mentioned therein on the land more particularly described in the schedule written hereunder.

The Said Original Agreement for sale dated 17<sup>TH</sup> April, 2008, is registered with the office of the Sub – Registrar of Assurances at Shahapur, Dist. Thane by way of Deed of Conveyance dated 17<sup>TH</sup> April, 2008, under Registration No. 1617/ 2008 on Dt. 17/04/2008.

AND The said 1<sup>st</sup> Purchasers paid entire purchase price of the said Bungalow Plot the said Promoters or as per the agreement recited herein

before and the Promoters admitted and confirmed that no amount is due and payable by the 1<sup>st</sup> Purchasers in r/o the said Bungalow Plot and the 1<sup>st</sup> Purchasers taken quiet, vacant possession of the said Bungalow Plot.

**WHEREAS: -**

a) At the relevant time one Mr.Vasant Budhya Jagtap & Smt. Babi Budhya Jagtap was the original owners of the landed property bearing Survey No. 157/1 & 12 at Kasara Khurd, Tal. Shahapur.

b) The said Mr.Vasant Budhya Jagtap& guardian of Master Jagdish Vasant Jagtap (age 8 years as on 02/02/1980) and Mrs. Parvati Vasant Jagtap have sold the said land bearing Survey No. 157/1 to Mr. Avinash Dattatray Suklikar & Mr. Jayant Anand Lakkhar vide registration No. KLN/194/1980, dated 02/02/1980 and also sold the land bearing Survey No.12 to the said Mr.Avinash Dattatray Suklikar & Mr.Jayant Anand Lakkhar vide registration No. KLN/1264/1980, dated 12/12/1980 in the office of Sub-Registrar of Assurances, Kalyan.

c) That the said Mr.Avinash Dattatray Suklikar & Mr. Jayant Anand Lakkhar have sold the said land bearing Survey No. 157/1 to 1) Mr. Chandrakant Shankar Bhide, 2) Mrs. Smita Chandrakant Bhide, 3) Mrs. Asmita Dhanajay Athavale vide registration No. SHP/940/1994 dated 21/11/1994 and also sold the land bearing Survey No. 12 to the said 1) Mr. Chandrakant Shankar Bhide, 2) Mrs. Smita Chandrakant Bhide, 3) Mrs. Asmita Dhanajay Athavale vide registration No. SHP/938/1994 DATED 21/11/1994 registered before the Sub-registrar of Assurances, Murbad, Dist Thane.

d) That the layout approved by Assistant Director Town Planning, Thane has been sanctioned by Upavibhagiy Adhikari, Bhiwandi Division, Bhiwandi vide his Order No.BD/NAP/SR 32/96 dated 14/01/1997 for residential and Commercial purpose along with Non-Agricultural Permission.

- e) That the sanctioned layout was put to Non-Agricultural use and subdivided the land into 230 residential Plots and Commercial Land of 15700 Sq.Mtrs. bearing Survey No. 157/1 & 12 and 230 separate 7/12 extracts and separate 7/12 extracts for 15700 Sq.Mtrs. Commercial Land was prepared.
- f) That the Development Agreement between said 1) Mr. Chandrakant Shankar Bhide, 2) Mrs.Smita Chandrakant Bhide, 3) Mrs.Asmita Dhanajay Athavale and M/s. Pratik Builders & Estate Developers Pvt. Ltd. (hereinafter called as “The Promoters”) has been executed on 24/03/2006 vide registration No. SHP/494/2006 dated 24/03/2006 registered before Sub-Registrar of Assurances, Shahapur, Dist. Thane.
- g) That the Promoters herein has demarcated each and every plot fixed the 4 boundary stones or cement poles for each plot and shall deliver the possession of the demarcated plot to the prospective purchasers and also provide 7/12 extracts for each of the plots. In all, there are 230 residential plots in the said “Orange City” project.
- h) The Purchasers approached the said Promoters for purchase a Plot No. 44 and are construction up on the said Plot No.44 admeasuring 272 Sq.Mtrs. situated at “Orange City” Latif wadi, KasaraKhurd, Opp. Maruti Dhaba, Mumbai Nashik road, Tal. Shahapur, Dist: Thane.
- i) The said Promoters have agreed to sell the said Plot No. 44 admeasuring 272 Sq.Mtrs. out of the said 230 plots of the Landed property bearing Survey No. 157/1 & 12 at Village Kasara Khurd to the said Transferor and also agree to construct the Bungalow admeasuring 1288 Sq.Ft. built up on the said Plot.
- j) Therefore the said Promoter and the said Purchasers entered into the Deed of Conveyance of the residential Plot No. 44 admeasuring 272 Sq.Mtrs. out of the total 230 Plots at Village Kasara Khurd duly registered vide registration No. SHP/1617/2008, dated 17/04/2008 before the Sub-Registrar of Assurances, Shahapur, Dist. Thane And also entered into an Agreement for

Construction of Bungalow dated 17/04/2008 for admeasuring area of 1288 Sq.Ft. built up on the said plot No. 26. (Hereinafter called as “the said property”)

k) The Promoter has constructed the said Bungalow as per the said Agreement for Construction dated 17/04/2008 and handed over the possession to TRANSFERORS. The name of the TRANSFERORS was inserted in the 7/12 extracts and the Gram Panchayat of Kasara Khurd, Dandumbra vane has also assess the property tax on the said Plot and issued residence certificate in favour of the TRANSFERORS. The TRANSFERORS therefore becomes the absolute owner of the said property.

THE TRANSFERORS are a member of the Orange City Co. Op. Housing Society Ltd, duly registered under Maharashtra Co-operative Housing societies Act bearing Registration No. **TNA / SPR / HSG / (TC) / 23127 / 2012**, and they are holding 5 shares of Rs.50/- each bearing distinctive numbers from 225 to 230 (both numbers inclusive) as per the Share Certificate No. 046.

THE TRANSFERORS have represented that they have entitled to transfer, alienate and assign the said Bungalow Plot along with the said Share Certificate without any impediment in law or otherwise.

THE TRANSFERORS are further represented that the Orange City Co. Op. Housing Society Ltd, shall give no objection certificate for transfer for the said bungalow Plot in favour of the TRANSFEREES and shall transfer the shares standing in the name of the TRANSFERORS herein in favour of TRANSFEREES.

THE TRANSFERORS have agreed to transfer and the TRANSFEREE Share agreed to acquire the said Bungalow Plot along with the said shares on the terms and conditions hereinafter mentioned.

The Transferors do hereby sell, transfer and alienate the **Plot No. 44** admeasuring **272 Sq.Mtrs. i.e. 2927 Sq.Ft. out of the total 230 Plots,** together with **Bungalow structure comprising of Ground + one Upper floor admeasuring 1288 Sq.Ft. built up area, situated on all that piece and parcel of non-agricultural land bearing Survey No. 157/1 & 12 at “Orange City” Latif wadi, Kasara Khurd, Opp. Maruti Dhaba, Mumbai Nashik Road, Tal. Shahapur, Dist:Thane,** which Property, more particularly described in the schedule of property hereunder written, is herein referred to as "**THE SAID PROPERTY**".

**NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:-**

1. The TRANSFERORS shall transfer and assign unto the TRANSFEREES all that the said Bungalow Plot as also the right, title and interest in respect of the said shares Nos. 225 to 230 (both numbers inclusive) and the TRANSFEREES shall acquire the said Bungalow along with the right, title and interest and the said shares at and for the total consideration of **RS.42,00,000/- (in word RUPEES FORTY TWO LAKHS ONLY)** to be paid in the following manner i.e. to say;-

1) Rs. 1,00,000/- (Rupees One Lac Only) paid by NEFT, HDFC BANK LTD.,GOREGAON (WEST) BRANCH, Reference no. 0000000137843381, IFSC: HDFC0000322 & Rs.500,000/-(Rupees Five Lac only) paid by CHEQUE NO. 000115, Drawn on HDFC Bank, GOREGAON (WEST) Branch, Mumbai before execution of this Agreement.

2) - Thousand Only) will be paid at the time /Disbursement /of loan any Bank or any financial institute within **60 working days** from the execution of this agreement and the Transferors will comply with all necessary document to avail of the housing loan by Transferees. It is specifically agreed &

understood between parties that payment on time is essence condition of present agreement, failing which the agreement will automatically stand cancelled and/or terminated. Under the circumstances the Transferors will refund 75% of the advanced payment before the registration of Agreement Rs. (Rupees Only) or one month extension received by him from the Transferees and further the Transferees will not be entitled to make any claim on the basis of present agreement as same will become null & void.

2. The TRANSFERORS upon receiving full and final payment shall immediately hand over the quiet and peaceful possession of the said Bungalow Plot to the TRANSFEREES.
3. The TRANSFERORS declare that they have full right and absolute power and authority to sell assign and transfer to the TRANSFEREES all their rights, title and interest in respect of the said Bungalow Plot and that no other person or persons has/have any right, title and interest or claim or demand of any nature whatsoever into over upon the said Bungalow Plot or any part thereof either by way of Sale, Exchange, Mortgage, Gift, Trust, Lien or Tenancy or otherwise over the said Bungalow Plot and the said Bungalow Plot is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agree and undertake to indemnify and keep indemnified to the TRANSFEREES against all such acts, actions, claims demands, proceeding, costs and expenses arising from any third person or persons relating to the said Bungalow Plot.
4. Upon the execution of this agreement for sale in respect of the said Bungalow Plot the TRANSFEREES shall be entitled to take all the necessary steps for investigating the title of the TRANSFERORS to the said Bungalow. If any objections and/or third party claims are lodged in respect of the said Bungalow Plot and/or any part thereof, the TRANSFERORS covenants and confirms that it shall settle and clear

all such objections and/or claims and/or obstructions at its risks, costs, consequences & expenses and the TRANSFERORS indemnifies and keeps indemnified the TRANSFEREES, in every respect thereof.

5. The TRANSFERORS hereby state and declare that:-

A) TRANSFERORS are alone to deal with and dispose of the said Bungalow Plot and share certificate and no one except her/them has any right, title and/or interest in the same.

B) TRANSFERORS will not demand any extra cost for the Transfer of the electricity meter in the name of the TRANSFEREES.

C) TRANSFERORS indemnified the TRANSFEREES from all the costs and expenses if incurred due to the registration of the previous agreement if any deficit stamp duty arises, they will be liable for it and they will pay it.

D) If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said Bungalow Plot or any part thereof and thereby or otherwise, the TRANSFEREES are put to any loss, expenses or prejudice otherwise the TRANSFERORS hereby agrees & undertakes to indemnify the TRANSFEREES against all such loss and expenses.

6. The transfer fees of the society shall be borne by the TRANSFERORS and the TRANSFEREES in equal proportions.

7. The TRANSFEREES hereby agrees that, on becoming the members of the said society, the TRANSFEREES shall abide by all single bye – laws, rules and regulations adopted by the society.



8. The TRANSFERORS are not restricted either in the Income Tax Act, Estate Duty Acts under Maharashtra Land Revenue Code, ULC Act or under any other statute from disposing of the said premises or any part thereof in the manner stated in this Agreement.
9. The TRANSFEREES hereby declare and covenant that :-
  - A) TRANSFEREES shall join as a member of the Orange City Co. Op. Housing Society Ltd, on getting the possession of the said Bungalow and thereafter observe and perform and abide by all the rules, and regulations and bye-laws of the said society.
  - B) TRANSFEREES will from and after the possession of the said Bungalow regularly pay to the said society his/her/their proportionate share of Municipal tax, Water, Electricity, and other charges and outgoings including maintenance and the other charges of the said Bungalow Plot.
10. The TRANSFERORS shall pay and discharge all the outgoings such as rent, rates, assessments, dues, duties Municipal tax, Water charges, Electricity charges pertaining to the said Bungalow Plot till the date of an actual possession is given to the TRANSFEREES. The TRANSFERORS agree/agrees to indemnify the TRANSFEREES against all such claims and demands in respect of the said Bungalow Plot.
11. The TRANSFERORS shall after receiving final payment sign all papers, letters and documents and to do all other acts, deeds, matters that may be necessary in respect of more perfectly vesting the said Bungalow Plot unto the TRANSFEREES as also for the transfer of the said Bungalow Plot and all rights in favour of the TRANSFEREES.
12. The TRANSFEREES shall be entitled to use, occupy, enjoy and possess the said Bungalow Plot as per their choice & will of the

TRANSFEREES and the TRANSFEREES shall also be entitled to dispose of the said Bungalow Plot to any person/s, party/s etc. of the choice of the TRANSFEREES, subject to the provisions of the Law for the time being in force in India.

13. The TRANSFEREES shall be entitled to get the said Bungalow Plot legally transferred in their own name / favour after observing all the necessary procedures and by executing the necessary documentation, correspondence, etc. The TRANSFERORS hereby undertakes to render their fullest co-operation to the TRANSFEREES for legal, absolute, perfect and effectual transfer the said Bungalow Plot in favour of the TRANSFEREES and also agrees to execute all the necessary documents, deeds etc. in favour of the TRANSFEREES, at no extra cost, charge, consideration, etc. In other words, the TRANSFERORS hereby agrees to sign all the necessary papers, documents, deeds, etc. and swear affidavits and declarations etc. as and when necessary for the effective transfer of the ownership and the benefits attached to the said Bungalow Plot, in favour of the TRANSFEREES herein, without demanding any extra cost, consideration, charges, expenses etc.
14. The registration fees, stamp duty and all other incidental charges for the registration of the agreement for sale in respect of the said Bungalow Plot shall be borne by the TRANSFEREES here in and the TRANSFERORS shall not be liable to bear the same in any manner whatsoever.
15. If any provision of this agreement for sale or the applicability thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement for sale and each of other enforceable provision of hereof shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable provision of this agreement for sale shall be reported with a provision which is

valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

16. The TRANSFERORS shall upon receiving full and final payment hand over to the TRANSFEREES the original documents of title; share certificate transfer forms duly executed and signed by the TRANSFERORS and all other relevant documents of the said Bungalow Plot.
17. The TRANSFERORS on receiving full and final payment agrees to execute all deeds, matters, writing, papers etc. in favour of the TRANSFEREES and do all the other incidental and necessary acts as may be needed for completing title of the TRANSFEREES in respect of the said Bungalow Plot.
18. This agreement shall always be subject to the provision contained in Maharashtra Ownership Bungalow Plot Rules \_\_\_\_\_ or any other provision of law for the time being applicable hereto.

#### **SCHEDULE REFERRED TO ABOVE**

**All that piece and parcel of the Plot No. 44 admeasuring 272 Sq.Mtrs. i.e. 2927 Sq.Ft. out of the total 230 Plots, together with Bungalow structure comprising of Ground + one Upper floor admeasuring 1288 Sq.ft. built up area, situated on all that piece and parcel of non-agricultural land bearing Survey No. 157/1 & 12 at "Orange City" Latif wadi, Kasara Khurd, Opp. Maruti Dhaba, Mumbai Nashik Road, Tal. Shahapur, Dist: Thane.**

IN WITNESS WHEREAS that parties hereto have hereunto set and subscribed their respective hands, on the day and year first hereinabove written.

SIGNED AND DELIVERED

by the within named "THE TRANSFERORS "

**MR. MILIND BABURAO RANE & MANSI MILIND  
RANE**

In the presence of.....

1)

2)

SIGNED AND DELIVERED

by the within named "THE TRANSFEREES"

**YOGITA NANDKUMAR MUNDHE**

**SHILPA GURNAMSINGH SETHI**

In the presence of.....

1)

2)

## RECEIPT

RECEIVED of and from the within named TRANSFEREE sum of (Rupees Only) paid by RTGS/NEFT/IMPS as per the details given herein below as the part payment & of the Bungalow Plot No. 44 admeasuring 272 Sq. Mtrs. i.e. 2927 Sq. Ft. out of the total 230 Plots, together with Bungalow structure comprising of Ground + one Upper floor admeasuring 1288 Sq. ft. built up area, situated on all that piece and parcel of non-agricultural land bearing Survey No. 157/1 & 12 at "Orange City" Latif wadi, Kasara Khurd, Opp. Maruti Dhaba, Mumbai Nashik Road, Tal. Shahapur, Dist: Thane.

Sr. No.	Date	Amount	Transaction type	Receipt No.
1	02/08/2023	1,00,000/-	NEFT (HDFC BANK LTD.) GOREGAON (W), BRANCH	0000000137843381 IFSC: HDFC0000322
2	03/05/2023	5,00,000/-	(HDFC BANK LTD.) GOREGAON (W), BRANCH	CHEQUE NO. 000115
3				
4				
5				
6				
7				

### WITNESSES

1)

WE SAY RECEIVED

Rs. 6,00000/-

2)

**MRS. MANSI MILIND RANE &**

**MR. MILIND RANE,**  
( TRANSFERORS )