

#### **AGREEMENT FOR SALE**

|        | This AGREEMENT | FOR SALE | made and | executed | at Mumbai | on this _ |
|--------|----------------|----------|----------|----------|-----------|-----------|
| day of |                | 2023.    |          |          |           |           |

#### **BETWEEN**

| Full name | Sayyeeda Mohammed Khalid Patel   |                        |  |  |
|-----------|--|------------------------|--|--|
| Age       | 46   | Occ – Business         |  |  |
| PAN       | CTKPP6421M   | Aadhar no:498778551569 |  |  |
| R/at -    | 788,Mannan Colony, Near Bharat Rice Mills, Taloja,Panvel, Raigad-410208. |                        |  |  |

Hereinafter referred to or called **THE VENDOR** (which expression unless repugnant to the context or meaning, thereof, shall mean and include the VENDOR alone and not nominee/ assignees but in case of death of the VENDOR the said expression shall mean and include his heirs, executors, administrators and permitted assigns) .... **OF THE FIRST PART** 

#### **AND**

| Full name    | Miss Pooja Chari   |                       |  |
|--------------|--|-----------------------|--|
| Age          | 33 years   | Occ – Business        |  |
| PAN          | EGXPS8965M   | Adhar no 576259979308 |  |
| Full Address | 1 <sup>st</sup> Floor Opposite R C Barrack No.39, Near Madhumati<br>Soap Factory, Chembur Colony, Chembur, Mumbai-<br>400074 |                       |  |

......Hereinafter referred to or called **THE PURCHASER** (which expression unless repugnant to the context or meaning, thereof, shall mean and include the PURCHASERS alone and not nominee/ assignees but in case of death of the PURCHASERS the said expression shall mean and include his heirs, executors, administrators and permitted assigns) .... **OF THE SECOND PART** 

**WHEREAS** the VENDOR is the owner of the Flat No 1302, 13<sup>th</sup> floor, A-Wing, Building No. 2, Aman Co-operative Housing Society, Plot No 14 &15, Sector 5E, Kalamboli, Panvel, Raigad, Navi Mumbai, Raigad-410208, VIDE Registered Agreement: 11038/2022 dated 03.08.2022 in the name of

Sayeeda Mohammed Khalid Patel AND WHEREAS By virtue of the said deed the said VENDOR have obtained ownership rights in the said flat and have also obtained lawful possession of the said flat.

**WHEREAS** the VENDORS hereby declare that the said flat was registered in the name of Sayeeda Mohammed Khalid Patel having full ownership in the said flat.

WHEREAS the VENDOR before entering into and executing this agreement at the request of the PURCHASER HAS given to PURCHASERinspection of all the papers, plans, writings, permission, approvals, agreements, deeds and documents of title in relation and concerning the said property and or as required by the purchasers and the PURCHASER s herby confirm and accept and are satisfied regarding clear and marketable title of the VENDOR to the said flat and that the PURCHASER shall not be entitled to raise any query or requisitions for the same anytime in future.

**WHEREAS** the VENDOR has agreed to sell to the purchasers, Flat No 1302, 13<sup>th</sup> floor, A-Wing, Building No. 2, Aman Co-operative Housing Society, Plot No 14 &15, Sector 5E, Kalamboli, Panvel, Raigad, Navi Mumbai, Raigad-410208 having carpet area 750 sq feet in the building to the PURCHASER for a **lump sum price** of **Rs.1,25,00,000** /- (**Rupees One Crore Twenty Five Lakhs Only**) and as per the terms and conditions mentioned in this agreement.

**AND WHEREAS** the VENDOR will confirm the amount received from the PURCHASER as per the payment schedule only after realization of the cheque / DD/RTGS in the VENDOR account and upon condition to pay the full and final payment as per the payment schedule, The PURCHASER requested the VENDORs to execute this agreement upon the terms and conditions here in after mentioned.

NOW THIS DEED WITNESSETH in consideration paid before the execution of these presents (subject to payment of full and final payment) to the VENDOR by the PURCHASER, the VENDOR do hereby CONVEY, GRANT, Assign and TRANSFER by way of sale unto the PURCHASER forever the vendors right in the flat number 103 to use possess, occupy and enjoy the said Flat (more particularly described in the schedule hereunder) along with the membership rights in the said society,

1. PURCHASERS have paid the lump sum price amount of **Rs.** /- (**Rupees Only**) as follows:-

### Payment schedule -

| Rs. | Paid by transfering through RTGS bearing UTR |  |  |  |
|-----|--|--|--|--|
| Rs. | nofromBank Dtin favor of                     |  |  |  |
|     | Vendor as an part payment.                   |  |  |  |

| Rs.               | Payable by the Assignee on behalf of the           |  |  |  |
|-------------------|--|--|--|--|
|                   | Assignors for 1% TDS for the said transaction as a |  |  |  |
|                   | full and final payment.                            |  |  |  |
| Rs.               | Payable By the Purchasers to the Vendor within 60  |  |  |  |
|                   | days from the date of registration of the          |  |  |  |
|                   | Agreement for Sale by way of availing housing      |  |  |  |
|                   | loan from any bank or financial institution.       |  |  |  |
| Rs. 1,25,00,000/- | (Rupees One Crore Twenty Five Lakhs Only)          |  |  |  |

| The | VENDOR w | ill acknowledge, | admit receipt | of the payment | amount of |
|-----|----------|------------------|---------------|----------------|-----------|
| Rs. |          | /- as above      | e.            |                |           |

- 1. The VENDOR assured the purchasers herein that, they are entitled to own and occupy the said Flat, and no other person has any interest therein and VENDOR has not created any other third party interest and thus, there is no other encumbrances of any sort.
- 2. The VENDOR further assure and represent that they were in the exclusive and peaceful possession and occupation of the said Flat number Flat No 1302, 13<sup>th</sup> floor, A-Wing, Building No. 2, Aman Cooperative Housing Society, Plot No 14 &15, Sector 5E, Kalamboli, Panvel, Raigad, Navi Mumbai, Raigad-410208 without any interruption or claim from the VENDOR or their heirs or anybody claiming through / under them and if anybody interrupted or claim the right of PURCHASER of enjoyment of said Flat then VENDOR will indemnify and keep indemnified the PURCHASER against any claim made for any period prior to this Agreement of Sale.
- 3. The VENDOR have paid all B.M.C. taxes, MSEB Bills, Society Maintenance, Municipal water bill charges, and the PURCHASER hereby agree to pay future B.M.C taxes, MSEB Bills, Society Maintenance, Municipal water bill charges after the date of possession.
- 4. The PURCHASER hereby agree to pay and keep paying the proportionate share in respect of the said premises in all common expenses and contribution of the entire building including insurance premium, maintenance of common lights, maintenance of sanitation and scavenger service, prepare common amenities, common passage, common compound, common walls of the said Flat, charges of bill collector, chowkidar, gardener and other servants employed, if any and the other charges necessary and incidental to the said property of the user thereof to the society.
- 5. The PURCHASER shall maintain at their own cost the said Flat in the same good condition, state and the order in which it is handed over to them and shall abide by all the rules and regulations and bye laws of the said society.
- 6. The PURCHASERS have taken inspection of the said flats and all the documents as mentioned here in the agreement and the PURCHASER are fully satisfied regarding the same and have no objection and shall

not have any objection regardingthe same in anytime in future.

- 7. The stamp duty & registration charges of this agreement shall be borne and paid by the PURCHASER.
- 8. The VENDOR hereby assure and agree to sign and execute any additional applications, papers, documents, etc only for the purpose of effective and complete transfer of the said Flat in favour of the PURCHASER.

## SCHEDULE - I

# $\underline{\textbf{THE UNIT/FLAT ABOVEREFERRED TO}}:$

Flat No 1302, 13<sup>th</sup> floor, A-Wing, Building No. 2, Aman Co-operative Housing Society, Plot No 14 &15, Sector 5E, Kalamboli, Panvel, Raigad, Navi Mumbai, Raigad-410208having carpet area 750 sq feet

**IN WITNESS WHEREOF** the parties have signed and executed this Agreement to sale on the date, month and the year first hereinabove written.

| SIGNED SEALED & DELIVERED BY                      |       |    |           |  |
|---|-------|----|-----------|--|
| Within named VENDOR Sayeeda Mohammed Khalid Patel |       |    |           |  |
| Sign  | Thumb |    | Photo     |  |
|   |       |    |           |  |
|   |       |    |           |  |
|   |       |    |           |  |
| SIGNED SEALED & DELIVERE                          | D BY  |    |           |  |
| Within named PURCHASER                            |       |    |           |  |
| MISS Pooja Chari                                  |       |    |           |  |
| Sign  | Thumb |    | Photo     |  |
|   |       |    |           |  |
|   |       |    |           |  |
|   |       |    |           |  |
| WITNESSES -                                       |       |    |           |  |
| 1. Signature                                      |       | 2. | Signature |  |
| Name:   |       |    | Name:     |  |
| Address:  |       |    | Address   |  |