

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ____ day of September, 2023.

BETWEEN

1) MR. SUNIL BALKRISHNA CHAVAN, age 63 years, PAN : ABOPC2036K Indian Inhabitants, having address at Flat No. A/16, Building No 5, Sudama Co OP Hsg Soc Ltd. Station Road, Kalwa, West, Thane (East) - 400605, hereinafter 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 their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) MR. SANDIP BALU GADE, age 38 years, PAN : AUHPG0214D, **2) MRS. ASHWINI SANDIP GADE**, age 27 years, PAN : CURPP4945A, all Indian Inhabitants, having address at 3, Vilas Pawar Chawl, New Shivaji Nagar, Near Talao Pada, Kalwa, Thane – 400605 hereinafter called **“THE TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

AND WHEREAS by virtue of a Registered Agreement for sale dated 1st day of January, 2003 (Registered with the Sub-Registrar of Thane - 5 vide Doc. No. TNN 5- 00008 / 2003 dated 1/1/2003) executed between TRANSFEROR and 1) Mr Deepak Martappa Pai, The TRANSFEROR herein become owner of flat.

AND WHEREAS M/s Jayshree Builders sold the said flat to Mr Mukund Damodar Gothivrekhar. Thereafter Mr Mukund Damodar Gothivrekhar sold the said flat to Smt. Pragnya Sanjay Mahimkar. Thereafter Smt. Pragnya Sanjay Mahimkar sold the said flat to Mr Maratappa Ganpat Pai. And the Transferor herein Mr.Sunil Balkrishna Chavan have purchase said flat from Mr.Deepak Maratappa Pai son of Mr Maratappa Ganpat Pai.

AND WHEREAS The TRANSFEROR herein have, purchased and acquired all rights, title and interest in Flat No. A/16, Building No 5, 1st Floor, Sudama Co Op Hsg Soc Ltd admeasuring 375 Sq. Ft. (Builtup) area standing on the property bearing Survey No. 127, Hissa no. 3 (Part), Village Kalwa, lying, being and situated at Thane - 400605, within the limits of Thane Municipal

Corporation and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the “**SAID PREMISES**”

AND WHEREAS the TRANSFEROR herein has made the entire payment of consideration to the said 1) Mr. Deepak Martappa Pai of such being on and thereupon, the TRANSFEROR has been put into the actual and physical possession of the said premises as the absolute and lawful owners thereof.

AND WHEREAS the TRANSFEROR is the bonafide member of the “**Sudama Co-operative Housing Society Ltd.**”, a society registered under Registration No. TNA/HSG/TC/2543/1988-89 - Dated 14/03/1989 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 members of the said society, the TRANSFEROR is holding five fully paid up shares of Rs. 50/- each under **Share Certificate No. 16**, bearing **Distinctive No. S-076 to S-080, (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFEROR have clear and marketable title in respect of the said premises and thus the TRANSFEROR is well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose of the said premises and every part thereof and to dispose of the same to any third party.

AND WHEREAS out of their own interest the TRANSFEROR has decided to sell the aforesaid premises on OWNERSHIP BASIS.

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

- A) He is the absolute and lawful owners of the said premises and are the bonafide members of the said society and no other person/s has / have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise 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 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.

- D) The TRANSFEROR state that the said premise is loan free.
- E) The TRANSFEROR has 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.
- F) 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.
- G) Neither the TRANSFEROR nor any of his predecessors in title has/have 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.
- H) The TRANSFEROR has good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFEROR and/or against the said premises or any part thereof.
- I) The TRANSFEROR is not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, and Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other stature from disposing of the said premises or any part thereof in the manner stated in this agreement.
- J) 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 and the TRANSFEROR has all the right, title and interest to enter into this agreement with the TRANSFEREES on the various term and conditions as stated herein.
- K) AND WHEREAS believing the aforesaid representations, physical verification of premises and verifying all document through their Advocate the TRANSFEREES 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 **Lump-sum Price / Consideration of Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only)**.

- L) AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have 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 agree to sell, assign and transfer and the TRANSFEREES hereby agree to purchase and acquire the right, title and interest in and upon the said premises being, as and for a Lump-sum Price of Consideration **Rs. 32,00,000/- (Rupees Thirty 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.
2. The TRANSFEREES has agree to pay to TRANSFEROR Lump-sum Price / Consideration of **Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only)** in the following manner :-
 - a. **Rs. 10,000/- (Rupees Ten THousand Only) to 1) MR. SUNIL BALKRISHNA CHAVAN** By UPI Transcation ID No. 361515623606 Dated 6/9/2023 As Earnest Money Before Execution of this Agreement.
 - b. **Rs. 1,00,000/- (Rupees One Lakh Only) to 1) MR. SUNIL BALKRISHNA CHAVAN** By Cheque No. 504876 Dated 14/09/2023 As Earnest Money Before Execution of this Agreement.
 - c. **Rs. _____/- (Rupees _____ Only) to 1) MR. SUNIL BALKRISHNA CHAVAN** By Cheque/DD/RTGS/NEFT/cash No. _____ Dated _____ As Earnest Money Before Execution of this Agreement.
 - d. The TRANSFEREES shall pay Balance Amount of Consideration of **Rs.28,00,000/- (Rupees Twenty Lakhs Only)** by obtaining loan from any Bank / Financial Institution within 30 days from

handing over Mortgage NOC from Society, and handing over all Original Documents and other related paper from the TRANSFEROR to TRANSFEREES. This time being essence of contract. If Transferees fails to pay entire consideration within stipulated time then Transferor has right to cancel this agreement by giving 30 day's notice, and loss due to such cancellation shall be bear by Transferees alone.

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 TRANSFEREES in actual, physical, legal, vacant and peaceful possession of the said premises, 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 themselves or through his predecessors in title. The TRANSFEREES hereafter shall do all the needful in respect of the said premises to secure their title to the said premises and the TRANSFEROR shall keep the TRANSFEREES indemnified from all the liabilities and / or claim against the said premises.
5. The transfer fees of the society shall be borne by the TRANSFEROR and the TRANSFEREES in equal proportions. The TRANSFEROR shall also handover his previous original agreements, allotment letter if any, 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 TRANSFEREES hereby agree that, on becoming the members of the said society, the TRANSFEREES shall abide by the entire bye - laws, rules and regulations adopted by the society.
7. The TRANSFEROR hereby state, declare and confirm that, the TRANSFEREES shall be entitled to get transferred the **Electricity Meter No.65-21301538 having Consumer No. 000020076330** installed in the said premises to their names and if required, the TRANSFEROR shall give their fullest co-operation in that regard.
8. The TRANSFEREES, 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 TRANSFEREES can hold the same for unto and to the use and benefit for themselves, their heirs, executors, successors forever without any claim charges interest

demand or lien of the TRANSFEROR or any person on them behalf or who may claim through them or in trust for them, subject only on the part of the TRANSFEREES to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.

9. The TRANSFEROR hereby declares that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period up to the date of possession and shall be cleared off by them i.e. all the claims, liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance and other charges, etc. up to date of possession will be cleared by TRANSFEROR. The TRANSFEREES declare that they will clear off all the liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.
10. The TRANSFEROR further declare that, they have full right and absolute authority to enter into this agreement and that they 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 they 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 TRANSFEREES in respect of the said premises may be disturbed. In the event contrary being found, the TRANSFEROR shall indemnify and keep indemnified the TRANSFEREES from any loss caused to the TRANSFEREES because of the defect in title.
11. The TRANSFEROR shall obtain the necessary No Objection Certificate (NOC) from the "Sudama Co-operative Housing Society Ltd.", to effectuate the legal perfect transfer of the said premises and TRANSFEROR have also confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the TRANSFEREES herein.
12. 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.

13. The TRANSFEROR hereby agrees, assure and declare that there is no suit or litigation pending in any court of law in respect of the said premises.
14. The TRANSFEREES are bound to get the said premises legally transferred in their 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 TRANSFEREES for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREES and further undertakes not to charges any extra consideration and / or charges etc. for the same.
15. The TRANSFEROR hereby agrees 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 TRANSFEREES.
16. The TRANSFEROR shall indemnify and keep indemnified to the TRANSFEREES 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 TRANSFEREES.
17. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREES ALONE.
18. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No. A/16, Building No 5, 1st Floor, Sudama Co Op Hsg Soc Ltd admeasuring 375 Sq. Ft. (BUILTUP) area standing on the property bearing Survey No. 127, Hissa no. 3 (Part), Village Kalwa, lying, being and situated at Thane - 400605, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane,

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

SIGNED SEALED AND DELIVERED
by the withinnamed **“TRANSFEROR”**

1) MR. SUNIL BALKRISHNA CHAVAN _____

SIGNED SEALED AND DELIVERED
by the withinnamed **“TRANSFEREES”**

1) 1) MR. SANDIP BALU GADE _____

2) MRS. ASHWINI SANDIP GADE _____

in the presence of

1) _____

2) _____

:: EARNEST MONEY RECEIPT ::

RECEIVED of and from 1) **MR. SANDIP BALU GADE**, 2) **MRS. ASHWINI SANDIP GADE**, (TRANSFEREES), a sum of **Rs. 1,10,000/- (Rupees One Lakh Ten Thousand Only)** as the Earnest Money / Part Payment against the sale of Flat No. A/16, Building No 5, 1st Floor, Sudama Co Op Hsg Soc Ltd admeasuring 375 Sq. Ft. (Builtup) area standing on the property bearing Survey No. 127, Hissa no. 3 (Part), Village Kalwa, lying, being and situated at Thane - 400605, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane in the following manner :

| Sr. No. | Rupees | Cheque No./ UPI Tr. ID No | Dated | Drawn on |
|---------|----------|---------------------------|-----------|---------------|
| 1) | 10000/- | 361515623606 | 6/9/2023 | ICICI Bank |
| 2) | 100000/- | 504876 | 14/9/2023 | Bank Of India |
| 3) | | | | |
| 4) | | | | |

*Subject to realization of Cheque. Total Consideration of said flat is Rs 32,00,000/-

**Rs. 1,10,000/-
I SAY RECEIVED**

1) Mr. Sunil Balkrishna Chavan _____

WITNESSES :-

1) _____

2) _____

:: MONEY RECEIPT ::

RECEIVED of and from **1) MR. SANDIP BALU GADE, 2) MRS. ASHWINI SANDIP GADE**, (TRANSFEREES), a sum of **Rs. _____/- (Rupees Only)**

as the Earnest Money / Part Payment against the sale of Flat No. A/16, Building No 5, 1st Floor, Sudama Co Op Hsg Soc Ltd admeasuring 375 Sq. Ft. (Builtup) area standing on the property bearing Survey No. 127, Hissa no. 3 (Part), Village Kalwa, lying, being and situated at Thane - 400605, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane in the following manner :

| Sr. No. | Rupees | Cheque No. | Dated | Drawn on |
|---------|--------|------------|-------|----------|
| 1) | | | | |
| 2) | | | | |
| 3) | | | | |
| 4) | | | | |

*Subject to realization of Cheque. Total Consideration of said flat is Rs 32,00,000/-

Rs. _____/-

I SAY RECEIVED

1) Mr. Sunil Balkrishna Chavan _____

WITNESSES :-

1) _____

2) _____