

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made at Mumbai on this \_\_\_\_ day of September, 2023, BETWEEN **Mrs. ANITA ASHOK KUCHEKAR (PAN No. BTLPK0433Q)** age 45 years, Indian Inhabitants and having permanent address at Building No. 15A/C1, Flat No. 706, Seventh Floor, CHINTAMANI SRA CHS, Sangharsh Nagar, Chandivali, Andheri (E) Mumbai 400072, hereinafter called “**THE TRANSFEROR**“ (which expression unless it be repugnant to the context or meaning thereof mean and include his heirs , executors and administrators) of the One Part ; AND **Mr. JITENDRA SURESH PATIL (PAN No. BPFPP6354B)** age 31 years **Mrs. ASHWINI JITENDRA PATIL (PAN No. FWYPP8800C)** age 26 years adult, Indian Inhabitant, residing at Building No. 15A/C1/706, CHINTAMANI SRA CHS, Sangharsh Nagar, Chandivali, Andheri (E) Mumbai 400072, hereinafter called “**THE PURCHASER**“ (which expression unless it be repugnant to the context or meaning thereof mean and include his heirs , executors , administrators and assigns) of the Other Part :

WHEREAS :-

1. The TRANSFEROR are seized and possessed of or otherwise well and sufficiently entitled to Flat **admeasuring area 225 sq. ft. of carpet situate at Building No. 15A/C1, Flat No. 706, Seventh Floor, CHINTAMANI 15A/C1, SRA CHS LTD., Sangharsh Nagar, Chandivali, Andheri (E) Mumbai 400072**, (hereinafter referred to as “the said Flat”). Situated on plot no 11A (part) 11A-191-402, 11D (part),

16, 16/1 to 92, 19, 19/1 to 28, 20(pt), 25(pt)25/1 to 32 & 50(pt) of village Chandivali, Sangharsh Nagar, Mumbai 400072, "SAID FLAT"

- a) Whereas, pursuant final order dated 15-9-2003 passed in original Writ petition 305-1995 and different proceedings taken out therein from time to time, the Hon'ble High court had been pleased to rehabilitate the eligible hutment holders who were occupying their huts on the forest land in the project constructed by M/s Sumer Construction Sangharsh Nagar Chandivali, Mumbai.
- b) Whereas since the transferor was occupant of the forest land and the authorities concerned had verified the eligibility of the transferor herein in respect of his old room and taken into consideration all the evidences of his occupation and possession in respect of the said room.
- c) Whereas, pursuant to judgment and order and direction of the Hon,ble High court, the transferor had deposited the requirement amount with the Dy. Forest conservator, Sanjay Gandhi National Udyan Borivali, Mumbai the amount which was directed to be deposited by the transferor.
- d) Whereas by an allotment letter bearing no. B/20/Land/737/2012-13 Borivali dated 12-09-2012, the forest conservator and Director Sanjay Gandhi National Udyan, Borivali, Mumbai allotted the said flat to the transferor herein.
- e) Where as a co -operative housing society in respect of the occupants and allottees of the flat of the said building registered with the Dy. Registrar of the societies in the name of CHINTAMANI SRA CHS LTD., Sangharsh Nagar, Chandivali, Andheri (E) Mumbai 400072, under registration No. MUM/SRA/HSG/(T.C) 12484/2014 which is hereafter referred to as the SAID SOCIETY.

- f) Whereas. The transferor being one of the registered member of CHINTAMANI SRA CHS, Ltd. and the said society has issued 5 distinct share under certificate No. 144 under membership No. 44 from serial No. 1216 to 1220 for the value of Rs. 50/- each which are hereinafter referred to as the SAID SHARES.
- g) The Purchaser has agreed to purchase and acquire from the TRANSFEROR all the right , title and interest of the TRANSFEROR in the said Flat free from all encumbrances and reasonable doubts , which the TRANSFEROR has agreed to do upon the terms and conditions recorded hereinafter ;

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

2. That the TRANSFEROR agrees to sell , transfer , convey and assign his right , title , and interest in the said Flat admeasuring 225 sq. ft. of carpet area situate at Building No. **15A/C1, Flat No. 706, Seventh Floor, CHINTAMANI 15A/C1 SRA CHS LTD., Sangharsh Nagar, Chandivali, Andheri (E) Mumbai 400072** together with all their right , title , and beneficial interest in the said Flat to the purchaser as also all the benefits directly and/or indirectly attached to the said Flat free from all encumbrances and reasonable doubts for the total consideration of **Rs. 31,75,000/- (Rupees Thirty One Lakh Seventy Five Thousand Only)** is be paid in the following manner.
- a) The sum of **Rs. 4,25,000/-(Rupees Four Lakh Twenty Five Thousand Only)** is paid by the purchaser to the vendor Cheque/RTGS before execution of this agreement.
- b) The transferee shall pay remaining balance amount of the consideration of **Rs. 27,50,000/- (Rupees Twenty Seven Lakh Fifty**

**Thousand Only)** in respect of the said flat and share of the said society unto the transferor by loan with in 45 days without any further delay, default or avoidance in any manner.

3. The Vendor admits and acknowledges the payment by the Purchaser to the Vendor in the above mentioned manner and a duly signed receipt in presence of witnesses is annexed herewith.
4. The TRANSFEROR do hereby covenant with the Purchaser as follows :-
  - a) That the TRANSFEROR has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings , taxes , rates , maintenance charges etc. upto the date hereof and shall pay all the dues till the completion of sale;
  - b) That the TRANSFEROR are the sole and absolute owner and beneficiary of the said premises duly standing in the name of the TRANSFEROR in the books and all other records and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use , enjoyment and occupation of the said Flat and except the Vendor no other person or persons have any right , title, interest , claim or demand of any nature whatsoever unto or up on the said premises ;
  - c) That notwithstanding any act, deed , matter or thing whatsoever done, omitted by the vendor or any person or persons lawfully and equitably claiming by , from , through , or in trust for the TRANSFEROR , the TRANSFEROR has full power and absolute authority in his own right to transfer the said premises and to relinquish and transfer all his rights , title and interest therein in favour of the purchaser ;
  - d) That neither the TRANSFEROR nor any one on their behalf has committed or omitted any act , deed , matter or thing whereby his

holding of the said shares and incidental rights thereto including the right to peaceful use , occupation , ownership and enjoyment of the said flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby his right , title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise ;

- e) That the TRANSFEROR has not created or purported to create any tenancy , license , charge , mortgage , lien or any kind of third party rights over the said premises and no other person or party have any right , title or interest , claim or demand in to or upon the same either by way of mortgage , gift , trust , inheritance , lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever and further that the vendor shall so long as this agreement is valid , not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the said premises ;
- f) That the purchaser shall on completion of the transfer peaceably and quietly be entitled to hold and own the said flat and the said shares and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said flat and/or any part thereof in the purchaser's own right without any interference , disturbance , interruption claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from , through , under or in trust for the TRANSFEROR ;
- g) That the TRANSFEROR has not received any notice for acquisition or requisition of the said flat and/or the said shares ; and

- h) That the TRANSFEROR herein do hereby indemnify and keep indemnified the purchaser against any defect in title , omission , or mischief of any person wrongfully claiming any right , title or beneficial interest in the said flat and/or the said shares or compensation , claim , demand , fines , penalties , costs , charges and expenses or any other liabilities whatsoever made or bought , against or incurred , suffered , levied or imposed pursuant to the transfer thereof under the terms of this agreement and/or by reason or by virtue of the non-performance and non observance of any of the terms and conditions of the Agreement , covenant and provisions.
5. The TRANSFEROR shall bear and pay all outgoings in respect of the said Flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges to the society from the date of completion of sale and receiving possession of the said flat.
  6. The TRANSFEROR shall hereinafter as and when required by the purchaser at the cost of the purchaser sign and execute in favour of purchaser all such further and other documents as may be required for effective and complete transfer of the said Flat in the favour of purchaser.
  7. The TRANSFEROR has agreed to hand over all original document i.e. share certificate, sale deed, deposit receipt, Allotment letter and all documents towards said premises to the PURCHASERS without any problem.

### **THE SCHEDULE ABOVE PROPERTY**

**ALL THAT** residential premises being at **Building No. 15A/C1, Flat No. 706, Seventh Floor, CHINTAMANI 15A/C1 SRA CHS LTD., Sangharsh Nagar, Chandivali, Andheri (E), Mumbai 400072**, lying, being and situated on plot no. CTS No. 11A (part) 11A-191-402, 11D (part) 16, 16/1 to 92, 19, 19/1 to 28, 20(pt), 25(pt) 25/1 to 32 & 50(pt) of village Chandivali, Sangharsh Nagar, Mumbai 400072, "SAID FLAT" admeasuring 225 sq. ft. or thereabout (carpet area) within the limit of L Ward of Municipal Ward of the Municipal Corporation of Greater Mumbai.

IN WITNESS WHEREOF the transferor and the transferee have set and subscribed their respective hands, the day and year find hereinabove written.

SIGNED AND DELIVERED by )

Within named )

**Mrs. ANITA ASHOK KUCHEKAR** )

TRANSFEROR above named )

in the presence of )

1.

2.

SIGNED AND DELIVERED by )

Within named )

**Mr. JITENDRA SURESH PATIL** )

**Mrs. ASHWINI JITENDRA PATIL** )

PURCHASER above named )

in the presence of )

1.

2.

**RECEIPT**

Received the sum of **Rs. 4,25,000/-**(Rupees Four Lakh Twenty Five Thousand Only) from the purchaser above named, **Mr. JITENDRA SURESH PATIL & Mrs. ASHWINI JITENDRA PATIL**, in following manner **Rs. 4,25,000/-**(Rupees Four Lakh Twenty Five Thousand Only) by RTGS UTR No. \_\_\_\_\_, dated \_\_\_\_\_ .2023.

I say received Rs. 4,25,000/-

**(Mrs. ANITA ASHOK KUCHEKAR)**

Vendor



