

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at Thane on this _____ day in the month of **SEPTEMBER, 2023**.

BETWEEN

MISS. SANDHYA MAHADEV WAGHMARE, PAN No. ABKPW4653J aged 37 years, Indian Inhabitant, residing at Flat No.405, Fourth Floor, Shivchhatra Building, Fire Brigade Road, Near Dadoji Kondev Stedium, Thane [W] 400601, hereinafter referred to as the "**TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof includes his, heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

MR.VAIBHAV SURESH DESHMUKH, PAN No. ATAPD2217R, aged 34 years, and **MRS. ANJANA VAIBHAV DESHMUKH, PAN No. BXDPD2053H34**, aged 34 years, both Indian Inhabitant, residing at Flat No.402, 4TH Floor, Thakur House, Uthalsar Naka, Thane 400601, herein after referred to as the "**TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof includes their executors, administrators and assigns) of the **SECOND PART**;

WHEREAS :-

1. WHEREAS TRANSFEROR herein is owner of the Flat bearing **Flat No. 604** admeasuring **898 sq. ft. Carpet area i.e. 100.14 Sq.mtr. (Built-up) area** on **6th Floor** in the society Known as "**DHAN DURGA Co-Operative Housing Society Limited**", Reg. No. **TNA / (TNA) / HSG / (TC) / 13719 / 2002 Dated 04/10/2002** lying, being and situated at **Near Amruta Hotel, Uthalsar Naka,**

Thane [W] - 400601, bearing Tikka No.8, City Survey No.233, of Revenue Village PANCHPAKHADI, Tal. & Dist. Thane Registration District and Sub – District Thane, within the limits of Thane Municipal Corporation (hereinafter referred to as the "SAID FLAT").

AND WHEREAS, by and under an **Agreement dated 20th day of December 2006** registered under Document No. **TNN-2-9342/2006 dated 22/12/2006**, entered into BETWEEN **M/s. PINAKIN DEVEOPERS** referred to as the “**PROMOTER-BUILDERS**” of the **ONE PART** and **MISS.RASIKA RAMESH KADAM and MAYUR RAMESH KADAM**, referred to as the “**FLAT PURCHASERS**” therein of the **OTHER PART**.

AND WHEREAS, by and under an **Agreement dated 19th day of January 2022** registered under Document No. **TNN-1-794/2022 dated 19/01/2022**, entered into BETWEEN **MISS.RASIKA RAMESH KADAM and MAYUR RAMESH KADAM** referred to as the “**THE TRANSFERORS**” of the **ONE PART** and **MISS. SANDHYA MAHADEV WAGHMARE**, referred to as the “**TRANSFEEE hereinafter TRANSFEROR**” therein of the **OTHER PART**

2. The TRANSFEROR has paid up the consideration amount payable by her towards the said Flat and has been absolute owner of the said Flat.
3. The TRANSFEROR is in possession of the said Flat as members of the said Society and holds Share Certificate No. **13** Comprising Five (5) Shares from **61** to **65** and have all the rights, title and interest to deal with the said Flat in whatever way he/she/they likes.

4. The TRANSFEROR has now agreed to sell the said Flat to the TRANSFEREES and the TRANSFEREES have agreed to purchase the same from the TRANSFEROR on ownership basis.
5. The parties hereto have agreed upon the terms and condition in respect of the said sale of the Flat.
6. The parties hereto being now desirous of recording the said terms and conditions in writing.
7. The society has no objection for this transaction and agrees to admit the TRANSFEREES instead of TRANSFEROR herein as a member of the Apartment.
8. The TRANSFEROR now intends to sell all her rights, titles, interest and benefits in the said Flat and the TRANSFEREES agrees to purchase on the terms and conditions and covenants mutually agreed upon by and between the parties hereto as hereinafter appearing.

NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The TRANSFEROR is the sole and absolute owners of the said Flat, and has got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFEROR had 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.
2. The TRANSFEROR has not agreed to sell, transfer, alienate or encumber the said Flat and or any part thereof and has not entered into any agreement orally or in writing to sell,

transfer, alienate or encumber the said Flat and or any part thereof to or in favour of any other person whomsoever.

3. The TRANSFEROR has not received any token money, earnest money or any amount whatsoever in respect of the said Flat from any other third party.
4. The said Flat is not subject matter of any pending suit or attachment before or after judgment of any court of law or authority for recovery of any debt, decretal amount, Income Tax, Wealth Tax, Gift Tax or any other amount by way of taxes and / or penalties thereon.
5. There do not subsist any order of injunction or appointment of Court Receiver on the Said Flat or any part thereof issued by court of Law or other Authority.
6. The said Flat hereby agreed to be sold is free from encumbrances of any nature whatsoever and the same is not attached either before or after the judgment or at the instance of taxation authority or any other authorities, and the TRANSFEROR has not given any undertaking to the taxation authorities so as not to deal with or dispose of right, title and interest in the said Flat and that the TRANSFEROR has full and absolute power to deal with the same.
7. There are no attachment or prohibitory order issued by the Competent authority or Court or any government or semi-government authority or bank prohibiting from dealing with or selling or transferring the said Flat contemplated under these presents.
8. Should there be any claim in respect of the said Flat from any person or persons or authority pertaining to any period prior

to the transfer of the said Flat to and in the name of TRANSFEREES in the books / records of the society, the TRANSFEROR hereby agrees to indemnify and keep indemnified the TRANSFEREES against all or any such claims.

9. The TRANSFEROR shall sell and the TRANSFEREES shall purchase **Flat No. 604** admeasuring **898 sq. ft. Carpet area i.e. 100.14 Sq.mtr. (Built-up) area** on **6th Floor** in the society Known as "**DHAN DURGA Co-Operative Housing Society Limited**", Reg. No. **TNA / (TNA) / HSG / (TC) / 13719 / 2002 Dated 04/10/2002** lying, being and situated at **Near Amruta Hotel, Uthalsar Naka, Thane [W] - 400601**, bearing **Tikka No.8, City Survey No.233**, of Revenue Village **PANCHPAKHADI**, Taluka and District Thane, Registration District and Sub – District Thane, within the limits of Thane Municipal Corporation, well described in the schedule written hereunder, at the lumpsum price of **Rs.95,00,000/- (Rupees Ninety Five Lakhs Only)**.
10. The TRANSFEREES agreed to pay the said **Rs.95,00,000/- (Rupees Ninety Five Lakhs Only)** as under :-
 - a. **Rs. _____/- (Rupees _____ Only)** paid by cheque No. _____ dated _____ drawn on _____, _____ as **Part amount**.
 - b. **Rs. _____/- (Rupees _____ Only)** paid by cheque No. _____ dated _____ drawn on _____, _____ as **Part amount**.
 - c. **Rs. 85,00,000/- (Rupees Eighty Five Lakh Only)** shall be paid after sanction of loan from financial institution **within 45 days from the date of registration of this agreement at the time of Possession** (with an arrangement that an outstanding amount or any other amount that may be due at the relevant time out of the aforesaid loan amount shall directly pay to **LIC**

HOUSING FINANCE LTD, Thane Branch, against the outstanding loan of the TRANSFERORS in respect of the said premises and the balance amount of consideration shall be pay to the TRANSFERORS).

11. The TRANSFEROR hereby state and declare that the said Flat is free from all encumbrances and liabilities and if any, the same will be cleared by the TRANSFEROR at her own cost. The TRANSFEROR has to pay Maintenance Charges, Water Charges, Electricity Charges, Municipal Taxes / Government Dues, Taxes / Local Govt. Taxes, etc. and other charges payable by her to the concerned authorities as the same may be till the date of handing over possession of the said Flat. The TRANSFEREES will have to pay all the dues, charges, fees, taxes, maintenance charges etc. against the said Flat from the date of taking possession of the said Flat and the TRANSFEROR shall not be responsible to meet the same from the date of such possession.
12. The TRANSFEROR has got all the rights, title and interest to sell, transfer and convey the said Flat as the same is herself acquired separate property and no other person or persons have got any rights, title or interest or claim of whatsoever nature into and upon the said Flat.
13. The TRANSFEROR hereby agrees and undertakes to get the said Flat along with Electric Meter duly transferred in favour of the TRANSFEREES herein with relevant records and for the purpose the TRANSFEROR herein agrees and undertakes to sign and execute and / or get signed and executed all such necessary applications, forms, deeds, matters, and thing as may be necessary at any time in future, but at the cost of the TRANSFEREES herein.
14. The TRANSFEREES hereby declares that all the Rules, Regulations in force and bye – laws of the said Apartment will be observed by the TRANSFEREES.

15. The TRANSFEREES hereby declares that they had taken inspection of the said Flat in all respect and the Flat is in order.
16. The TRANSFEROR hereby agrees to sign the various forms as per provisions of the various acts and co - operate with the TRANSFEREES for completing all the formalities in connection with the said matters.
17. The TRANSFEROR has agreed to deliver to the TRANSFEREES all original documents relating to purchase of the Flat which are in possession of the TRANSFEROR and application duly signed by the TRANSFERORS for transfer of the said Flat in favour of the TRANSFEREES.
18. The TRANSFEROR undertakes to deliver vacant and peaceful possession of the said Flat to the TRANSFEREES only on receipt of full and final consideration amount.
19. The TRANSFEREES shall bear the amount to be spent towards stamp Duty, Registration fee etc. as applicable.
20. All terms and conditions of previous agreement will be binding on parties hereto.
21. This Agreement is made subject to Maharashtra Ownership Flat Act, 1963 and Maharashtra Co-operative Societies Act, 1960 and the rules made there under.
22. The TRANSFEROR and TRANSFEREES hereby declared and confirmed that they have understood all the contents and clauses of this agreement in the languages which they understand, from translator before signing this agreement and by signing this agreement they have accepted and agreed all the clauses of this agreement.

SCHEDULE OF THE PROPERTY

All that piece and parcel of **Flat No. 604** admeasuring **898 sq. ft. Carpet area i.e. 100.14 Sq.mtr. (Built-up) area** on **6th Floor** in the society Known as **“DHAN DURGA Co-Operative Housing Society Limited”**, Reg. No. **TNA / (TNA) / HSG / (TC) / 13719 / 2002** Dated **04/10/2002** lying, being and situated at **Near Amruta Hotel, Uthalsar Naka, Thane [W] - 400601**, bearing **Tikka No.8, City Survey No.233**, of Revenue Village **PANCHPAKHADI**, Tal. & Dist. Thane Registration District and Sub – District Thane, within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first herein above written.

SIGNED, SEALED & DELIVERED By)
Within named "**TRANSFEROR**")

MISS. SANDHYA MAHADEV WAGHMARE)
In the presence of)

- 1.
- 2.

SIGNED, SEALED & DELIVERED by)
Within named "**TRANSFEREES**")

MR.VAIBHAV SURESH DESHMUKH,)

MRS. ANJANA VAIBHAV DESHMUKH)
In the presence of)

- 1.
- 2.

RECEIPT

RECEIVED from **MR.VAIBHAV SURESH DESHMUKH**, and **MRS. ANJANA VAIBHAV DESHMUKH**, a sum of **Rs.10,00,000/- (Rupees Ten Lakhs only)** by **Cheque/NEFT/RTGS** being **PART PAYMENT** against the sale of **Flat No. 604** admeasuring **898 sq. ft. Carpet area i.e. 100.14 Sq.mtr. (Built-up) area** on **6th Floor** in the society Known as **“DHAN DURGA Co-Operative Housing Society Limited”**, Reg. No. **TNA / (TNA) / HSG / (TC) / 13719 / 2002 Dated 04/10/2002** lying, being and situated at **Near Amruta Hotel, Uthalsar Naka, Thane [W] - 400601**, in the following mode and manner :-

No.	Cheque No.	Date	Name of Bank	Amount
1.				
2.				

Rs. 10,00,000/-

I SAY RECEIVED

**MISS. SANDHYA MAHADEV WAGHMARE
TRANSFEROR**

WITNESSES :-

1)

2)