

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this ___ day of _____, 2023 (Year Two Thousand Twenty-Three)

BETWEEN

Mrs. ANURADHA KRISHNAKANT CHAVAN (PAN No.: AQYPC6565E) an adult, Indian Inhabitant, Owner of **Flat No. 103, Shree Siddhanath CHS Ltd; Plot No. 138, Model Town, J. P. Road, Andheri (West), Mumbai – 400 053**, hereinafter referred to as the “**TRANSFEROR**” (which expression shall unless it be repugnant to the context or the meaning thereof shall include her heirs, executors, administrators and assigns) of the **FIRST PART.**

AND

Mrs. ANAMIKA KIRAN BODKE (PAN No.: AKMPB0381P) & Mr. KIRAN TRIMBAK BODKE (PAN No.: AABPB6073B), both adults, Indian Inhabitants, having address at **Flat No. 603, Anurag CHS Ltd; Model Town, J.P. Road, Andheri (West), Mumbai – 400 053**, hereinafter referred as the “**TRANSFEREES**” (which expression shall unless it be repugnant to the context or the meaning thereof shall include their heirs, executors, administrators and assigns) of the **SECOND PART.**

The TRANSFEROR and the TRANSFEREES each are hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS:-

- a) The Transferor is the lawful owner of and otherwise well sufficiently entitled to and possessed of **Flat No. 103, Shree Siddhanath CHS Ltd; Plot No. 138, Model Town, J. P. Road, Andheri (West), Mumbai – 400 053**, (hereinafter referred to as the said **FLAT**).
- b) Mr. Krishnakant B. Chavan was one of the original members of the then proposed housing society named as ‘Shree Siddhanath Cooperative Housing Society Limited’. The membership of Mr. Krishnakant B. Chavan was approved by The Collector, Mumbai Suburb vide its letter no. सी/डेस्क-III एलएनडी.II.बी.सी.आर.970 दि. 15/07/1986. Mr. Krishnakant B. Chavan was allotted Flat no. 103 in the Shree Siddhanath Cooperative Housing Society Limited. Since then, Mr. Krishnakant B. Chavan was the rightful and lawful member of the said society till his demise.
- c) Mr. Krishnakant B. Chavan left for his untimely heavenly abode on 21/03/1996, leaving behind him, his widow, the Transferor herein and his two sons. Mr. Harshad Krishnakant Chavan and Mr. Rahul Krishnakant Chavan.
- d) Mr. Krishnakant B. Chavan had during his life time filled nomination as provided under rule 25 of the Maharashtra Co-Operative societies rule, 1961 by nominating Mrs. Anuradha Krishnakant Chavan, hereinabove mentioned as the Transferor as 100% nominee. The Society transferred the shares in the name of Mrs. Anuradha Krishnakant Chavan, hereinabove mentioned as the Transferor on 04/08/1996 and unanimously a Resolution dated 12/05/2013 was also passed for the same by the society.
- e) Mr. Harshad Krishnakant Chavan died intestate at Mumbai on 16/06/2021, leaving behind him, his surviving legal heirs i.e. Mrs. Supriya Harshad Chavan widow of Late Mr. Harshad Krishnakant Chavan, son Mr. Arnav Harshad Chavan. They have signed Affidavit cum NOC declaring their NO OBJECTION / CONSENT for sale and transfer of the above said Flat Premises by the Transferor herein, Mrs. Anuradha Krishnakant Chavan.

- f) The Transferor herein is the member of **Shree Siddhanath Co-Operative Housing Society Ltd.** (Registered) bearing **Reg. No. BOM/HSG/K-WEST/7369/1984**, (hereinafter referred to as the **said Society**), wherein the said Flat is situated and holding Share Certificate No. **18** (hereinafter referred to as the **said Share Certificate**) for five fully paid up shares of Rs.50/- each bearing distinctive Nos. **86 to 90 (both inclusive)** (hereinafter referred to as the **said Shares**) and as such the said Society has been issuing society maintenance bills in the name of the Transferor herein in respect of the said Flat.
- g) The Transferor has now agreed to sell, assign and transfer and the Transferees have also agreed to purchase and acquire the said Flat and said five shares allotted by the said **Shree Siddhanath Co-Operative Housing Society Ltd;** and all rights, title and interest of the said Flat bearing **Flat No. 103**, situated in the said society building therein, together with the permanent hereditary and absolute right of use, enjoyment, occupation and possession of the said Flat and with all benefits and interest relating to and/or in respect of the said Flat.
- h) The parties hereto are now desirous of recording the terms and conditions of Sale as agreed to between them.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES DESCRIBED HEREINABOVE HERETO as follows: -

1. The Transferor shall sell, assign and transfer and the Transferees shall purchase and acquire the said Flat i.e. **Flat No. 103, Shree Siddhanath CHS Ltd; Plot No. 138, Model Town, J. P. Road, Andheri (West), Mumbai - 400 053**, admeasuring **404.50** Sq. Ft. carpet area, together with absolute rights of use, occupation, enjoyment and possession of the said Flat bearing **Flat No. 103**, situated in the building known as **Shree Siddhanath Co-Operative Housing Society Ltd;** in the said Society together with all the shares, benefits and interest of the said Flat for lump sum price of **Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only)**.
2. The Transferees have paid to the Transferor a sum of **Rs. 18,85,000/- (Rupees Eighteen Lakhs Eighty Five Thousand Only)** as the part payment for the sale of the said flat **(after deduction of Rs.**

1,15,000/- (Rupees One Lakh Fifteen Thousand Only) by way of TDS @ 1% of the total consideration for which the necessary Challan Copy and TDS Certificate will be provided by the Transferees to the Transferor) aggregating to Rs. 20,00,000/- (Rupees Twenty Lakhs Only). It is more particularly stated in the receipt. Therefore, the Transferor hereby acknowledges and admits receipt of having received the part payment from the Transferees. The balance amount of **Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only)** as full and final payment will be paid by the Transferees to the Transferor through self-consideration/bank/home loan, on or before ___ days from the date of Registration of this Agreement for Sale.

3. The Transferor doth hereby covenants with the Transferees that the said Flat agreed to be hereby sold is free from all encumbrances, debts, charges and liabilities of any nature whatsoever and that the Transferor have full and absolute power and authority to transfer and assign and further to deliver vacant and physical possession of the said Flat to the Transferees. The Transferor doth hereby declares that she is the sole and absolute owner of the said Flat and except her no other person / persons has any share, right, title and interest of any nature whatsoever over the said Flat or any part thereof. The Transferor doth hereby further declares, confirms and records that the title of the said Flat is clear, marketable one and free from all encumbrances and reasonable doubts.
4. The Transferor has in pursuance of the said Agreement and in consideration of the said total sum of **Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only)**, on being paid by the Transferees to the Transferor as aforesaid, the Transferor has agreed to deliver and hand over the vacant, physical and peaceful possession of the said Flat to the Transferees herein on the date of receiving the said total sum from the Transferees. That the Transferees on receiving the vacant and physical possession of the said Flat from the Transferor, the Transferees shall hold the said Flat as absolute owners thereof.
5. The Transferor do hereby covenant with the Transferees that the Transferor shall pay all her shares of taxes, rents, electricity charges, maintenance charges, other charges, assessments, duties, any B.M.C. liabilities/charges and all other outgoings payable in relation to the said Flat all upto date of handing over vacant and peaceful possession and as such shall see that there remains no arrears and that in case

may any amount or amounts or sums is thereafter found due from the Transferor by the said Shree Siddhanath Co-Operative Housing Society Ltd; Government Revenue or Local Municipal Authorities, Electricity Supplying company and/or to any person/s and/or corporate bodies for her shares of taxes, charges, other liabilities and outgoings or on any other accounts whatsoever in connection with the said Flat upto the date of handing over physical and vacant possession as regard and stated hereinbefore, the same shall be paid by the Transferor.

6. The Transferor doth hereby further covenant with the Transferees that the Transferees from the date of receiving vacant, physical and peaceful possession of the said Flat shall quietly and peacefully hold, possess, occupy and enjoy the said Flat without any let, hindrances, denials, demands, interruptions, obstructions, objections or evictions, claims or demands made by the Transferor or any other person or persons lawfully or equitably claiming through or in trust for the Transferor, including all her legal heirs and representatives, successors, executors and administrators.
7. The Transferees doth hereby covenant and agree with the Transferor, the Transferees shall at all times hereafter (i.e. from the date of receiving actual physical possession of the said Flat by them) shall pay or cause to be paid regularly all their shares of taxes, maintenance charges, expenses, electricity charges and other outgoings in respect of the said Flat and shall also become members of the said **Shree Siddhanath Co-Operative Housing Society Ltd.**
8. That the Transferees do hereby further more covenant and agree with the Transferor that the Transferees shall pay the requisite membership fees, entrance fees, share money and transfer fees (whichever is applicable) and shall also become lawful members of the said **Shree Siddhanath Co-Operative Housing Society Ltd;** and shall always abide by all the rules, bye-laws and regulations of the said Society on admission as lawful members thereof and shall pay for and discharge and satisfy all calls, demands, contributions and dues which the said society may demand hereafter in respect of the said Flat.
9. The Transferor doth hereby further covenants with the Transferees that neither she nor all or any of her legal heirs and representatives, executors and administrators shall have any objections of whatsoever nature and/or kinds at any time if the Transferees are made lawful

members by the said **Shree Siddhanath Co-Operative Housing Society Ltd.** the Transferor do hereby agrees and undertakes to sign and execute all further and necessary documents, forms, applications and other writings for more perfectly assuring the said Flat and the said shares are transferred unto the name of the Transferees herein.

10. That all deposits and amounts including sinking fund of the Transferor lying with the said Society shall be deemed to stand transferred unto the name of the Transferees from and/or on the date of receiving physical possession of the said Flat by the Transferees.
11. That the Transferor shall assist to obtain NO OBJECTION CERTIFICATE from the Society for Sale and transfer of the above said Flat in the name of the Transferees.
12. That the Transferor shall deliver to the Transferees all the relevant documents lying with her including complete chain of original Agreements, Share Certificate, deeds and writings in original or duly certified copies thereof at the time of Full & Final payment made by the Transferees and this agreement evidencing the Transferor's right, title and interest in the said shares and the said Flat and shall make the Transferees' title more clear and marketable one.
13. That the professional fees, stamp duty payable and all other charges payable in respect of this Agreement shall be borne and paid by the Transferees only and further the transfer fees payable to the said Society for its consent to transfer the said Flat unto the name of the Transferees shall be borne and payable by the Transferor and the Transferees in equal proportion herein.
14. That both parties hereto shall sign and execute all further and necessary documents, papers, forms and other writings as may be necessary for more perfectly assuring and transferring the said Flat unto and to the sole and beneficial use and benefit of the Transferees herein.

THE SCHEDULE OF THE FLAT REFERRED ABOVE:

Flat No. 103, Shree Siddhanath CHS Ltd; Plot No. 138, Model Town, J. P. Road, Andheri (West), Mumbai – 400 053, admeasuring 404.50 Sq. Ft.

carpet area, and consisting of Stilt plus 4 upper floors without lift, and situated on the land bearing Plot No. 138, Survey No. 141-A situated in the Revenue Village – Ambivali, Taluka – Andheri, in the Registration District of Mumbai Suburban.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED:

Name of the TRANSFEROR	Signature	Photo	Thumb
Mrs. ANURADHA KRISHNAKANT CHAVAN PAN # AQYPC6565E			
WITNESSES: 1)		2)	

Name of the TRANSFEREES	Signature	Photo	Thumb
Mrs. ANAMIKA KIRAN BODKE PAN # AKMPB0381P			
Mr. KIRAN TRIMBAK BODKE PAN # AABPB6073B			
WITNESSES: 1)		2)	

RECEIPT

Received with thanks from the Transferees **Mrs. ANAMIKA KIRAN BODKE & Mr. KIRAN TRIMBAK BODKE**, a sum of **Rs. 18,85,000/- (Rupees Eighteen Lakhs Eighty Five Thousand Only)** after deducting TDS @ 1% of **Rs. 1,15,000/- (Rupees One Lakh Fifteen Thousand Only)** aggregating to **Rs. 20,00,000 /- (Rupees Twenty Lakhs Only)** being the part payment out of total consideration of **RS. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only)** for the sale of **Flat No. 103, Shree Siddhanath CHS Ltd; Plot No. 138, Model Town, J. P. Road, Andheri (West), Mumbai – 400 053**, by Cheque/ Pay Order / RTGS and the payments details as under: -

Sr. No.	Cheque No. /RTGS/ Pay Order	Drawn On	Date	Amount (INR)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.	TDS @ 1% of Total Consideration			1,15,000/-
TOTAL				20,00,000/-

I SAY RECEIVED Rs. 20,00,000/-

Mrs. ANURADHA KRISHNAKANT CHAVAN

WITNESSES:-

1.

2.

DRAFT