## AGREEMENT FOR SALE

**ARTICLES OF THIS Agreement for Sale** is made and entered into at Thane on this **\_\_\_\_\_th day of \_\_\_\_\_\_, \_\_\_\_\_.**

BETWEEN

**MR. MANOHAR BALKRISHNA THAKARE,** Age: 58 year, **PAN: ABHPT5216H,** Indian Inhabitants, having address at Flat No. 401, 4th Floor, Building No. 16, Type - E, Phase II, Trinity Hills Co-Op. Hsg. Soc. Ltd., Haware Citi**,** Behind Hyper Citi Mall, Kasarvadavali, Ghodbunder Road, Thane (West) - 400615, 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 his respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

## AND

**MR. GANGADHAR BABU GODSE,** age 42 years, **PAN: AKDPG9806B,** Indian Inhabitants, having address at Flat No. 1201, Building No. 17, Boriwade, Haware Citi, Behind Hyper Citi Mall, Kasarvadavali, G. B. Road, Thane (w) - 400607 hereinafter called **“THE TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

**WHEREAS** by virtue of a Registered Agreement dated 19th day of November, 2009 (Registered in the office of Sub-Registrar, Thane - 3 at Doc. No. TNN3-6449-2009 dated 23/11/2009) & Amenities Agreement 19th day of November, 2009 (Registered in the office of Sub-Registrar, Thane - 3 at Doc. No. TNN3-6450-2009 dated 23/11/2009) executed between Haware Engineers & Builders Private Limited**,** therein referred to as the “Promoters” of the One Part and Mr. Manohar Balkrishna Thakare therein referred to as the “Purchaser” of the Other Part, the TRANSFEROR herein purchased and acquired all rights, title and interest in **Flat No. 401,** admeasuring **718 Sq. Ft. (Carpet)** areai. e. **969 Sq. Ft. (Saleable Built**-**up)** area on **4th Floor**, in the **Building No. 16,** of the **Type** - **E**, **Phase II,** in the **“Trinity Hills Co**-**Operative Housing Society Ltd.”**, of the **“HAWARE CITI”,** standing on the property bearing **Survey No. 19/1,3,8,9,11 to 13, 15 to 24, 26 to 31, Survey No. 20/3,4,5,7,9, Survey No. 21/12,10,14,16, 19,20,21 Survey No. 22/1,7, Survey No. 23/2A,3A, 4, Village** - **Vadavali**, lying, being and situated at Behind Hyper Citi Mall, Kasarvadavali, Ghodbunder Road, Thane (West) **-** 400615, 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 have made the entire payment of consideration to the said Haware Engineers & Builders Private Limited of such being on and thereupon, the TRANSFEROR have been put into the actual and physical possession of the said premises as the absolute and lawful owners thereof.

 **AND WHEREAS** the TRANSFEROR are the bonafide members of the “**Trinity Hills Co-operative Housing Society Ltd.”**, a society registered under **Registration No. TNA/(TNA)/HSG/(TC) / 28238/2016 Dated 16/02/2016** 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 are holding Ten fully paid up shares of Rs. 50/- each under **Share Certificate No. 013** bearing **Distinctive No. 121 to 130, (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 are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

 **AND WHEREAS** the TRANSFEROR out of his own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

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

1. He is the absolute and lawful owners of the said premises and are a 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.
2. There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said premises.
3. 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 have 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.
4. The TRANSFEROR have not mortgaged the said premises with any institutions and the said premises is free from all encumbrances, charges, lien, etc.
5. The TRANSFEROR have 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.
6. 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.
7. Neither the TRANSFEROR nor any of their predecessors in title has/had 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.
8. The TRANSFEROR have 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.
9. The TRANSFEROR are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, 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 sale deed.
10. The TRANSFEROR have 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 TRANSFEREE and the TRANSFEROR have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

**AND WHEREAS** believing the aforesaid representations the TRANSFEREE 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. 84,00,000/- (Rupees Eighty Four Lakhs Only).**

**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 sale deed into writing, as follows :

AND NOW THEREFORE THIS SALE DEED 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 TRANSFEREE hereby agree to purchase and acquire the right, title and interest in and upon the said premises being **Flat No. 401,** admeasuring **718 Sq. Ft. (Carpet)** areai. e. **969 Sq. Ft. (Saleable Built**-**up)** area on **4th Floor**, in the **Building No. 16,** of the **Type** - **E**, **Phase II,** in the **“Trinity Hills Co**-**Operative Housing Society Ltd.”**, of the **“HAWARE CITI”,** standing on the property bearing **Survey No. 19/1,3,8,9,11 to 13, 15 to 24, 26 to 31, Survey No. 20/3,4,5,7,9, Survey No. 21/12,10,14,16, 19,20,21 Survey No. 22/1,7, Survey No. 23/2A,3A, 4, Village** - **Vadavali**, lying, being and situated at Behind Hyper Citi Mall, Kasarvadavali, Ghodbunder Road, Thane (West) **-** 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for a **Lump-sum Price of Consideration** **Rs. 84,00,000/- (Rupees Eighty Four Lakhs Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of member ship, shares and more particularly described in the SCHEDULE hereunder written.
2. The TRANSFEREE has agree to pay to TRANSFEROR **Lump-sum Price** / **Consideration** of **Rs. 84,00,000/- (Rupees Eighty Four Lakhs Only)** in the following manner :-
	1. **Rs.1,00,000/- (Rupees One Lakh Only)** by Cheque No. 172846 Dated 18/12/2023 Drawn on State Bank of India as Token Money before execution of this Agreement.
	2. **Rs.\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** by \_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_ Drawn on \_\_\_\_\_\_\_\_ as part payment.
	3. **Rs.\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_ Drawn on \_\_\_\_\_\_\_\_ as part payment.
	4. **Balance Amount of Consideration** of **Rs. 70,00,000/- (Rupees Seventy Lakhs only)** by obtaining loan from any Bank / Financial Institution as **Full and Final Payment** after registration of this Agreement and within **30 days** from handing over Mortgage NOC from Society, all Original Document and other related paper from the TRANSFEROR to TRANSFEREE.
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 TRANSFEREE in actual, physical, legal, vacant and peaceful possession of the said premises, to the TRANSFEREE, 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 their predecessors in title. The TRANSFEREE hereafter shall do all the needful in respect of the said premises to secure her title to the said premises and the TRANSFEROR shall keep the TRANSFEREE 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 TRANSFEREE in equal proportions.** The TRANSFEROR shall also hand over their previous agreement, allotment letter, 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 TRANSFEREE hereby agrees that, on becoming the member of the said society, the TRANSFEREE shall abide by all the bye - laws, rules and regulations adopted by the society.
7. The TRANSFEROR hereby state, declare and confirm that, the TRANSFEREE shall be entitled to get transferred the Electricity Meter installed in the said premises to his name and the TRANSFEROR shall, if required, give their fullest co-operation in that regard.
8. The TRANSFEREE, 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 TRANSFEREE can hold the same for unto and to the use and benefit for herself, her heirs, executors, successors for ever 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 TRANSFEREE 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 declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be cleared off by them i. e. all the liabilities towards Municipal Taxes, Electricity Bills, Society’s Maintenance and other charges, etc. upto date of possession will be cleared by TRANSFEROR. The TRANSFEREE declare that, she 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 declares that, they have full right and absolute authority to enter into this sale deed 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 sale deed 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 TRANSFEREE in respect of the said premises may be disturbed. In the event contrary being found, the TRANSFEROR shall indemnify and keep indemnified the TRANSFEREE from any loss caused to the TRANSFEREE because of the defect in title.
11. The TRANSFEROR shall obtain the necessary No Objection Certificate (NOC) from the “**Trinity Hills Co-operative Housing Society Ltd.”**, to effectuate the legal perfect transfer of the said premises and the TRANSFEROR have confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the TRANSFEREE 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 agree, assure and declare that, there is no suit or litigation pending in any court of law in respect of the said premises.
14. The TRANSFEREE are bound to get the said premises legally transferred in her own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFEROR hereby undertakes to render their fullest co-operation to the TRANSFEREE for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREE and further undertakes not to charges any extra consideration and / or charges etc. for the same.
15. The TRANSFEROR hereby agree 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 TRANSFEREE.
16. The TRANSFEROR shall indemnify and keep indemnified to the TRANSFEREE 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 TRANSFEREE.
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 TRANSFEREE ALONE.
18. This sale deed 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. 401,** admeasuring **718 Sq. Ft. (Carpet)** areai. e. **969 Sq. Ft. (Saleable Built**-**up)** area on **4th Floor**, in the **Building No. 16,** of the **Type** - **E**, **Phase II,** in the **“Trinity Hills Co**-**Operative Housing Society Ltd.”**, of the **“HAWARE CITI”,** standing on the property bearing **Survey No. 19/1,3,8,9,11 to 13, 15 to 24, 26 to 31, Survey No. 20/3,4,5,7,9, Survey No. 21/12,10,14,16, 19,20,21 Survey No. 22/1,7, Survey No. 23/2A,3A, 4, Village** - **Vadavali**, lying, being and situated at Behind Hyper Citi Mall, Kasarvadavali, Ghodbunder Road, Thane (West) **-** 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

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

SIGNED SEALED AND DELIVERED

by the withinnamed **“TRANSFEROR”**

**MR. MANOHAR BALKRISHNA THAKARE**

in presence of …..

1)

2)

SIGNED SEALED AND DELIVERED

by the withinnamed **“TRANSFEREE”**

**MR. GANGADHAR BABU GODSE**

in presence of …..

1)

2)

##### :: RECEIPT ::

**RECEIVED** of and from **MR. GANGADHAR BABU GODSE, (TRANSFEREE)**, a sum of **Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** being **Earnest Money Payment** against the sale of **Flat No. 401,** admeasuring **718 Sq. Ft. (Carpet)** areai. e. **969 Sq. Ft. (Saleable Built**-**up)** area on **4th Floor**, in the **Building No. 16,** of the **Type** - **E**, **Phase II,** in the **“Trinity Hills Co**-**Operative Housing Society Ltd.”**, of the **“HAWARE CITI”,** situated at Behind Hyper Citi Mall, Kasarvadavali, Ghodbunder Road, Thane (West) **-** 400615, in the following manner :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No. | Rupees | Cash / D. D. / \*Cheque No. | Dated | Drawn on |
| 1) | Rs.1,00,000/- | 172846 | 18/12/2023 | State Bank of India |
| 2) |  |  |  |  |
| 3) |  |  |  |  |

 **Rs. \_\_\_\_\_\_\_\_\_\_\_/-**

 **I** **SAY RECEIVED**

####  MR. MANOHAR BALKRISHNA THAKARE

####  “TRANSFEROR”

#### WITNESSES :-

1)

2)