

## **AGREEMENT FOR SALE**

**ARTICLES OF THIS AGREEMENT** is made and entered into at Thane on this \_\_\_\_\_ day of February, 2024

### **BETWEEN**

**Mrs. MONA VYAS**, aged 40 years, PAN : AGJPJ6791Q, Adult and Indian Inhabitant of **FLAT No. 1002, 10<sup>th</sup> FLOOR, FALCON ACE AVIANA CO-OPERATIVE HOUSING SOCIETY LTD, KASARVADAVALI, GHODBUNDER ROAD, THANE (WEST) – 400 615**, 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 her heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

### **AND**

**1) Mr. MARUTI NARAYAN KAMATH**, aged 65 years, PAN : ADVPK9299D,  
**2) Mrs. GAYATRI MARUTI KAMATH**, aged 63 years, PAN : AFWPK8016M,  
**3) Mrs. MEGHANA ANANT KAMATH**, aged 33 years, PAN : BCJPK8316F  
and **4) Mr. ANANT M. KAMATH**, aged 34 years, PAN : BLMPK5481M, All Adults and Indian Inhabitants of **FLAT No. J/404, 4<sup>th</sup> FLOOR, SHREE SAI POOJA CHS LTD, YASHRAJ PARK, GHODBUNDER ROAD, THANE (WEST) – 400 615**, hereinafter referred to as “**THE TRANSFEREES**” (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 SECOND PART.**

**WHEREAS** by virtue of a Registered Agreement dated 11<sup>th</sup> day of December, 2014 (Registered with the Sub-Registrar of Thane–1 at Doc. No. TNN1–10118–2014 Dt. 11/12/2014) executed between M/s. Ace Constructions, having its Registered Office at A–201, Manas Residency,

Veer Savarkar Marg, Thane (W) – 400602, therein referred to as **“the Developer”** of the **One Part** and Mrs. Mona Vyas therein referred to as **“the Purchaser/s”** of the **Other Part**, purchased and acquired all rights, title and interest in **Flat No. 1002** on **10<sup>th</sup> Floor** admeasuring **698 Sq. Mtrs. Carpet** area equivalent to **64.84 Sq. Mtrs. Carpet** area (which is inclusive of the area of balconies, terraces, cupboard and door seal attached to the said premises) in the **Building No. 1** known as **“FALCON”** in the Complex Known as **“ACE AVIANA”** along with **Stack Parking Space No. ST-41A** in the **“Falcon Ace Aviana Co-Operative Housing Society Ltd”**, standing on the plot of land bearing **Survey No. 27 H. No. 2, 3, 8/A & 8/B, Village – Vadavali**, lying, being and situated at Vadavali, Ghodbunder Road, Thane (West), 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 M/s. Ace Constructions 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 owner thereof.

**AND WHEREAS** the TRANSFEROR is the bonafide member of the **“Falcon Ace Aviana Co-Operative Housing Society Ltd”**, a society registered under **Registration No. TNA/(TNA)/HSG/(TC)/31320-2018 Dt. 19/10/2018** 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 member of the said society, however, as the said society has not yet issued the share certificate, as the same is formed recently, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFEROR has clear and marketable title in respect of the said premises and thus the TRANSFEROR is well and

sufficiently entitled to the said premises and has 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 her own interest 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) She is the absolute and lawful owner of the said premises and is the bonafide member of the said society and no other person/s has/have right, title or interest in the said premises and she is sufficiently entitled to deal with and or dispose off the premises.
- B) The title of the TRANSFEROR to the Said Premises is Clear and Marketable.
- C) She has been in possession of the said premises.
- D) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said premises.
- E) 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.

- F) The TRANSFEROR as on TODAY has NO LOAN on the said premises.
- G) The TRANSFEROR has not mortgaged the said premises with any institutions and the said premise is free from all encumbrances, charges, lien, etc.
- H) The TRANSFEROR has paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFEROR has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
- I) The TRANSFEROR in the past has not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and has not created any tenancy or any other rights of the like nature in the said premises and has not dealt with or dispose of the said premises in any manner whatsoever.
- J) The TRANSFEROR has not agreed to sell, transfer, alienate or encumber the said Premises and or any part thereof and has not entered into any sale agreement orally or in writing to sell, transfer, alienate or encumber the said Premises and or any part thereof to or in favour of any other person whomsoever.
- K) The TRANSFEROR has not received any token money, earnest money or any amount whatsoever in respect of the said Premises from any other third party.

- L) Neither the TRANSFEROR nor any of her predecessors in title has 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.
- M) 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.
- N) The TRANSFEROR is 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 statute from disposing of the said premises or any part thereof in the manner stated in this Agreement for Sale.
- O) The TRANSFEROR has not done any act, deed, matter or thing whereby she is prevented from entering into this Agreement for Sale 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 for Sale with the TRANSFEREES on the various term and conditions as stated herein.

**AND WHEREAS** the TRANSFEROR herein is enjoying the said Premises as full and absolute owner thereof and she has decided to sell the said Premises on **OWNERSHIP BASIS** together with undivided rights title and interest in and upon the said premises and the TRANSFEREES demanded from the TRANSFEROR and the TRANSFEROR has given inspection to the TRANSFEREES and that the TRANSFEREES herein have

seen the copy of the Title Deed mentioned in the recital above pertaining to the Title of the TRANSFEROR and the TRANSFEREES herein have physically seen/inspected the said premises and having satisfied themselves the TRANSFEREES have expressed their desire to purchase the said premises from the TRANSFEROR on the representation that the TRANSFEREES herein are in a good and sound position to complete the entire deal on or before **31.03.2024** and which time shall be extended only if mutually agreed by the parties hereto in writing.

Time being the essence of this Agreement for Sale and in case the TRANSFEREES fail to make the aforesaid payment for any reason within the stipulated period as mentioned hereinbelow, then the TRANSFEREES shall be liable to make such Balance Payment along with 18% p.a. interest thereon within a maximum period of 30 (Thirty) Days from the date of expiry of the aforesaid stipulated period, failing which the TRANSFEROR shall be entitled to Terminate this Agreement for Sale after giving 15 (Fifteen) day Notice of Termination and the Termination shall take effect from the expiry of the period of notice. Upon Cancellation/Termination of this Agreement for Sale the TRANSFEROR shall forfeit the Token Amount of Rs.2,00,000/- (Rupees Two Lakhs Only) and shall refund the balance amount received by the TRANSFEROR from the TRANSFEREES and the TRANSFEROR shall retain ownership of the said premises as before.

**AND WHEREAS** believing the aforesaid representations 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.1,07,00,000/- (Rupees One Crore Seven 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 has 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 **Flat No. 1002** on **10<sup>th</sup> Floor** admeasuring **698 Sq. Mtrs. Carpet** area equivalent to **64.84 Sq. Mtrs. Carpet** area (which is inclusive of the area of balconies, terraces, cupboard and door seal attached to the said premises) in the **Building No. 1** known as "**FALCON**" in the Complex Known as "**ACE AVIANA**" along with **Stack Parking Space No. ST-41A** in the "**Falcon Ace Aviana Co-Operative Housing Society Ltd**", standing on the plot of land bearing **Survey No. 27 H. No. 2, 3, 8/A & 8/B, Village – Vadavali**, lying, being and situated at Vadavali, Ghodbunder Road, Thane (West), 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.1,07,00,000/- (Rupees One Crore Seven 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 have agreed to pay to TRANSFEROR **Lump-sum Price/Consideration of Rs.1,07,00,000/- (Rupees One Crore Seven Lakhs Only)** in the following manner :-

- a. **Rs.2,00,000/- (Rupees Two Lakhs Only)** paid as **TOKEN AMOUNT** before execution of this Agreement for Sale and this amount shall be treated as Part Payment out of Lump-sum Price/Total Consideration of this Agreement for Sale.
- b. **Rs.48,93,000/- (Rupees Forty Eight Lakhs Ninety Three Thousand Only)** shall be paid as **PART PAYMENT** on or before the execution of this Agreement for Sale and this amount shall be treated as Part Payment out of Lump-sum Price/Total Consideration of this Agreement for Sale.
- c. The TRANSFEREES have agreed to pay TDS of **Rs.1,07,000/- (Rupees One Lakh Seven Thousand Only)** i.e. 1% of the value of this Agreement for Sale to the concerned authority and to provide its supporting Challan (26QB) and its Payment Receipt evidencing payment of TDS within 5 Days from the date of registration of this Agreement for Sale and handover to the TRANSFERORS a copy of the Challan (26QB) & its Payment Receipt and this amount shall be treated as Part Payment out of the Lump- sum Price/Total Consideration of this Agreement for Sale.
- d. **Balance Amount of Consideration of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only)** shall be paid by obtaining Loan from any Bank/Financial Institution as **FULL AND FINAL PAYMENT** after registration of this Agreement for Sale and within **7 Days** from handing over Mortgage NOC from the said Society and Original Agreement for Sale Dt. 11.12.2014 from the TRANSFEROR to TRANSFEREES.



3. Upon realization of the full and final amount of consideration of the said premises, the TRANSFEROR shall put the TRANSFEREES in actual, physical, legal, vacant and peaceful possession of the said premises to the TRANSFEREES, 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 herself or through her 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 TRANSFEROR hereby undertakes to deliver the Mortgage NOC/No Objection Certificate (NOC) issued by the Society to the TRANSFEREES in favour of the Bank/Financial Institution in the prescribed format of the Bank/Financial Institution from whom the TRANSFEREES are obtaining Housing Loan and the Charges for the said Mortgage NOC/No Objection Certificate (NOC)/Transfer Fees/Premium of the Society shall be PAID and BORNE by the **TRANSFEROR and TRANSFEREES EQUALLY.**
6. The TRANSFEREES hereby agree that, on becoming the members of the said society, the TRANSFEREES shall abide by all the 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 installed in the said Premises to their names and the TRANSFEROR shall give her 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 heir/s, executors, successors forever without any claim charges interest demand or lien of the TRANSFEROR or any person/s on her behalf or who may claim through her or in trust for her, 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. Should there be any claim in respect of the said Premises from any person or persons or authority pertaining to any period prior to the transfer of the said Premises to and in the name of TRANSFEREES in the books/records of the Developer/Society, the TRANSFEROR hereby agree to indemnify and keep indemnified the TRANSFEREES against all or any such claims.
10. 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 her i.e. all the liabilities towards Municipal Taxes, Government Dues and Taxes/Local Government Taxes, Electricity Bills, Society's Maintenance and other charges, etc. upto the date of possession shall be cleared by TRANSFEROR alone. The TRANSFEREES declare that they shall clear off all the Liabilities towards Municipal Taxes, Government Dues and Taxes/Local

Government Taxes, Electricity Bills, Society's Maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.

11. The TRANSFEROR further declare that, she has full right and absolute authority to enter into this Agreement for Sale and that she has 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 she may be prevented from entering into this Agreement for Sale 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.
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 Developer/Society/MSEB.
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 TRANSFEREES are bound to get the said premises Legally Transferred in their name/favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFEROR hereby undertakes to render her 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 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 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 Agreement, Application, Deeds, Legal Charges, etc, shall be borne and paid by **TRANSFEREES ALONE**.
18. The TRANSFEREES shall register this Agreement for Sale in the office of the Sub-Registrar and intimate about the same to the TRANSFEROR and the TRANSFEROR shall attend the Office of the Sub-Registrar, and admit the execution of theses presents, without any hindrance and delay.
19. The **TRANSFEROR** has agreed to pay and shall pay the agreed **BROKERAGE** to Mr.Atul Kumar Jain or Nominee at the time of Registration of this Agreement for Sale.

20. The **TRANSFEREES** have agreed to pay and shall pay the agreed **BROKERAGE** to Mr. Atul Kumar Jain or Nominee at the time of Registration of this Agreement for Sale.
21. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder.
22. Both parties shall be entitled for specific performance of these presents. This is subject to the Jurisdiction of Courts in Thane.
23. The TRANSFEROR and TRANSFEREES hereby declare and confirm that they have understood all the contents and clauses of this Agreement for Sale in the languages which they understand, from translator before signing this Agreement for Sale and by signing this Agreement for Sale they have accepted and agreed all the clauses of this Agreement for Sale.

**:: SCHEDULE ABOVE REFERRED TO ::**

**ALL THAT PREMISES** bearing **Flat No. 1002** on **10<sup>th</sup> Floor** admeasuring **698 Sq. Mtrs. Carpet** area equivalent to **64.84 Sq. Mtrs. Carpet** area (which is inclusive of the area of balconies, terraces, cupboard and door seal attached to the said premises) in the **Building No. 1** known as **“FALCON”** in the Complex Known as **“ACE AVIANA”** along with **Stack Parking Space No. ST-41A** in the **“Falcon Ace Aviana Co-Operative Housing Society Ltd”**, standing on the plot of land bearing **Survey No. 27 H. No. 2, 3, 8/A & 8/B, Village – Vadavali**, lying, being and situated at Vadavali, Ghodbunder Road, Thane (West), 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 within named **“TRANSFEROR”**

**Mrs. MONA VYAS**  
in the presence of ....

1)

2)

SIGNED SEALED AND DELIVERED  
by the within named **“TRANSFEREES”**

**1) Mr. MARUTI NARAYAN KAMATH**

**2) Mrs. GAYATRI MARUTI KAMATH**

**3) Mrs. MEGHANA ANANT KAMATH**

**4) Mr. ANANT M. KAMATH**  
in the presence of ....

1)

2)

## :: RECEIPT ::

RECEIVED of and from **1) Mr. MARUTI NARAYAN KAMATH, 2) Mrs. GAYATRI MARUTI KAMATH, 3) Mrs. MEGHANA ANANT KAMATH and 4) Mr. ANANT M. KAMATH (TRANSFEREES)**, a sum of **Rs.50,93,000/- (Rupees Fifty Lakhs Ninety Three Thousand Only)** as the **TOKEN AMOUNT/PART PAYMENT** against the sale of **Flat No. 1002** on **10<sup>th</sup> Floor** admeasuring **698 Sq. Mtrs. Carpet** area equivalent to **64.84 Sq. Mtrs. Carpet** area (which is inclusive of the area of balconies, terraces, cupboard and door seal attached to the said premises) in the **Building No. 1** known as **"FALCON"** in the Complex Known as **"ACE AVIANA"** along with **Stack Parking Space No. ST-41A** in the **"Falcon Ace Aviana Co-Operative Housing Society Ltd"**, standing on the plot of land bearing **Survey No. 27 H. No. 2, 3, 8/A & 8/B, Village – Vadavali**, lying, being and situated at Vadavali, Ghodbunder Road, Thane (West), in the following manner :

Sr No	Rupees	UTR/Reference No.	Dated	Drawn on
1)	2,00,000/-	<b>MAHBR520240 10916235958</b>	<b>09.01.24</b>	<b>Bank of Maharashtra</b>
2)	48,93,000/-			<b>Bank of Maharashtra</b>

- This Receipt is Only Valid Subject to realization of all the above amount.

**I SAY RECEIVED  
Rs.50,93,000/-**

**Mrs. MONA VYAS  
"TRANSFEROR"**

**WITNESSES :-**

- 1)
- 2)