

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at THANE on this _____day in the month of September 2023.

BETWEEN

- 1) **MR. PREMJI KARA MOTA** Age- 55 years, PAN No.ABVPM8023H
Aadhar No.501046753424

- 2) **MRS.HANSA PREMJI MOTA** Age -52 years, PAN No.AANPH5689P
Aadhar No. _676507422432 both are residing at – 404 New Chhaya CHS,
B.P. Deshpande Marg, Near Bedekar school, Vishnu Nagar Thane west
Thane 400 602 herein after referred to as the “TRANSFERORS” (which
expression shall unless it be repugnant to the context or meaning thereof
includes their heirs, executors, administrators and assigns) of the FIRST
PART;

AND

- 1) **MR.KETAN CHANDRAKANT KHIDBIDE** Age-29 years, PAN-No.
DTSPK1259R, Aadhar No.460002015823.

- 2) **MRS.MUGDHA KETAN KHIDBIDE** Age 29 years, PAN No.AKXPLO339G,
Aadhar No.270827500134, both are residing at Room No.512, R-2 Shree
jijamata Nagar Grubnirman Sanstha, Kamgar hospital Road, jijamata
Nagar Thane west Thane PIN-400604 herein after referred to as the
“TRANSFEREES” (which expression shall unless it be repugnant to the
context or meaning thereof includes their heirs, executors,
administrators and assigns) of the SECOND PART;

WHEREAS

TRANSFERORS herein are the owners of the Flat bearing **Flat No. 404,**
4th floor Admeasuring 570 Sq. Ft Built up area, in “**New Chhaya Co-**
Operative Housing Society Ltd”, Thane (west) **400602** lying and
being situated on the plot bearing no. **plot no.9 C.T.S.No.5/4 Tika**

No.222 Village -Naupada ,Tal. & Dist Thane, within the limits of Thane Municipal Corporation and within the Registration Sub-District Thane (hereinafter referred to as the "SAID FLAT")

AND WHEREAS the TRANSFERORS had purchased the SAID FLAT from M/s. GURUDEV ENTERPRISES vide Agreement dated 05/11/2001 duly registered the same with Sub - Registrar of Assurances Thane under **document no. TNN-1-9597/2001.**

1. The TRANSFERORS had paid up the consideration amount payable by them towards the said Flat and had been absolute owner of the said Flat.
2. "The TRANSFERORS state that the members have formed **New Chhaya Co-Operative Housing Society Ltd**, a Society Registered under the Co-operative Societies Act, 1960 under Registration bearing Sr. No. TNA/(TNA)/HSS/(T.C.)/13693/2002. The society has issued Share Certificate in the name of the TRANSFERORS bearing share certificate no. _____having five fully paid up shares of Rs 50/- each, bearing numbers from 61 to 65 on **18 /09/2002.**
The TRANSFERORS are in possession of the said Flat as members of the said Society and have all the rights, title and interest to deal with the said Flat in whatever way they like.
3. The TRANSFERORS have now agreed to sell the said Flat to the TRANSFEREES and the TRANSFEREES have agreed to purchase the same from the TRANSFERORS on ownership basis.
4. The parties hereto have agreed upon the terms and conditions in respect of the said sale of the Flat.
5. The parties hereto being now desirous of recording the said terms and conditions in writing.

6. The Society has no objection for this transaction and agrees to admit the TRANSFEREES instead of TRANSFERORS herein as a member of the society.
7. The TRANSFERORS now intend to sell all their rights, titles, interest and benefits in the said Flat and the TRANSFEREES agree 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 TRANSFERORS are the sole and absolute owners of the said Flat, and have got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFERORS 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 favor of the TRANSFEREES.
2. The TRANSFERORS have 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 favor of any other person whomsoever.
3. The TRANSFERORS declare that, if they have received any token amount from third party related to said flat and deal is not finalized till execution of the agreement, in that case responsibility of refund of such token money shall be only of **TRANSFERORS and TRANSFEREES SHALL** not be liable for the same anytime.
4. There are no outstanding notices for acquisition in respect of the said Flat.
5. 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.

6. There does 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.
7. 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 TRANSFERORS have 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 TRANSFERORS have full and absolute power to deal with the same.
8. 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.
9. The TRANSFERORS states that 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 TRANSFERORS hereby agree to indemnify and keep indemnified the TRANSFEREES against all or any such claims.
10. **TRANSFERORS agree to sell Flat No. 401, 4th floor Admeasuring 570 Sq. Ft Built up area, in New Chhaya Co-Operative Housing Society Ltd” Thane (west) 400602 lying and being situated on the on the plot bearing no. plot no.9 C.T.S.No.5/4 Tika No.222 Village – Naupada ,Tal. & Dist Thane, within the limits of Thane Municipal Corporation and within the Registration Sub-District Thane at the lump sum price of Rs.10000000/- (Rupees one crore only)**
11. The TRANSFEREE agreed to pay the said **Rs.10000000/- (Rupees one crore only)** as under: -

- a. Rs. _____/- (Rupees _____ only) paid as a part payment through cheques bearing no. _____ drawn _____ dated / /2024.
 - b. Rs.1,00,000/- (Rupees one Lakh only) shall be paid as 1% TDS and transferees will provide TDS Chalan to the transferors.
 - c. Rs. _____/- (Rupees _____ Only) shall be paid after sanction of loan from financial institution within maximum 45 days from the date of registration of this agreement.
12. That the TRANSFERORS have taken Housing loan and have mortgaged **SAID FLAT** with the financial Institution _____. The TRANSFERORS hereby state and declare that they will foreclose /repay the loan amount to the said institution and will hand over the original documents to the TRANSFEREES.
 13. The TRANSFERORS have to pay Maintenance Charges, Water Charges, Electricity Charges, Municipal Taxes / Government Dues, Taxes / Local Govt. Taxes, etc. and other charges payable by him 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 TRANSFERORS shall not be responsible to meet the same from the date of such possession.
 14. The TRANSFERORS have got all the rights, title and interest to sell, transfer and convey the said Flat as the same is their self-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.
 15. The TRANSFEREES hereby agree and undertake to get the Electric Meter duly transferred in favor of the TRANSFEREES herein with relevant records and for the purpose the TRANSFERORS herein agree and undertake 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.

16. The TRANSFEREES hereby declare that all the Rules, Regulations in force and bye – laws of the said Society will be observed by the TRANSFEREES.
17. The TRANSFEREES hereby declare that they have taken inspection of the said Flat in all respect and the Flat is in order.
18. The TRANSFERORS hereby agree 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.
19. The TRANSFERORS have agreed to deliver to the TRANSFEREES all original documents relating to purchase of the Flat which are in possession of the TRANSFERORS and application duly signed by the TRANSFERORS for transfer of the said Flat in favor of the TRANSFEREES.
20. The TRANSFERORS undertake to deliver vacant and peaceful possession of the said Flat to the TRANSFEREES only on receipt of full and final consideration amount.
21. The TRANSFEREES shall bear the amount to be spent towards stamp Duty, Registration fee etc., as applicable and Society Transfer fee will be paid by the transferees only.
22. This Agreement is made subject to Maharashtra Ownership Flat Act, 1963 and Maharashtra Co-operative Societies Act, 1960 and the rules made there under.
23. The TRANSFERORS and TRANSFEREES hereby declare that all supporting documents, papers attached hereto are true and correct and on the basis of the same, this document is registered and if any documents, papers attached hereto find faulty in future then all responsibilities of the same will be binding on TRANSFERORS and

TRANSFEREES only and Sub - Registrar of Assurances, Revenue Department and its authorities and their subordinates will not be responsible for the same and TRANSFERORS and TRANSFEREES will indemnify them against the same.

24. In the event, the TRANSFEREES fail to pay the agreed amount within the stipulated period then the TRANSFERORS can terminate the contract and shall also be entitled for all the losses (1% of the consideration amount) occasioned due to the termination of the transaction for sale, and TRANSFERORS shall refund the amount received from the TRANSFEREE as per payment receipts. The TRANSFEREE will not create third party interest based on this agreement for sale till completion of entire transaction.
25. The TRANSFERORS 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. 404, 4th floor Admeasuring 570 Sq. Ft Built up area, New Chhaya Co-operative Housing Society Ltd., Vishnu Nagar being lying and being situated on lying and being situated on the plot bearing no. plot no.9 C.T.S.No.5/4 Tika No.222 Village -Naupada ,Tal. & Dist Thane, within the limits of Thane Municipal Corporation and within the Registration Sub-District Thane.

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 "**TRANSFERORS**"

1) MR. PREMJI KARA MOTA

2) MRS.HANSA PREMJI MOTA

In the presence of

1.

2.

SIGNED, SEALED & DELIVERED BY
Within named "**TRANSFEREES** "

1) MR.KETAN CHANDRAKANT KHIDBIDE

2) MRS.MUGDHA KETAN KHIDBIDE

In the presence of

1.

2.

RECEIPT

RECEIVED from the MR.KETAN CHANDRAKANT KHIDBIDE and MRS.MUGDHA KETAN KHIDBIDE the TRANSFERRES a sum of **Rs._____/- (Rupees _____ Only)** being TOKEN MONEY CUM PART PAYMENT against the sale of. Flat No. 404, **4th floor Admeasuring 570 Sq. Ft Built up area**, in New Chhaya **Co-operative Housing Society Ltd.**, Vishnu Nagar Thane (west) 400602 **being lying and situated on** the plot bearing no. plot no.9 C.T.S.No.5/4 Tika No.222 Village –Naupada ,Tal. & Dist Thane, within the limits of Thane Municipal Corporation and within the Registration Sub-District Thane.

1) (hereinafter referred to as the "SAID FLAT") .

No.	NEFT/DD/Cheque No.	Date	Name of Bank	Amount
1	Cheque no.			
2				

Rs. _____/-

We SAY RECEIVED

1) MR. PREMJI KARA MOTA

2) MRS.HANSA PREMJI MOTA

TRANSFERORS

WITNESSES: -

1)

2)

