

## **AGREEMENT FOR SALE**

This Agreement For Sale And Transfer is made and entered into at Bhayander, Taluka and Dist. Thane, this day of **MARCH** in the Christian Year **TWO THOUSAND TWENTY FOUR.**

### **BETWEEN**

**1)MR.JAYRAM LAXMAN PUJARI    2) MRS.VRUSHALI JAYRAM PUJARI** , Adult, Indian inhabitant, having address at FLAT NO.C/311, THIRD FLOOR, SUKH SAGAR CO-OP.HSG.SOC.LTD, NEAR ABHINAV SCHOOL , GODDEO FATAK ROAD , GODDEO NAKA , BHAYANDAR -EAST , DIST-THANE -401 105.... hereinafter referred to as the **“THE TRANSFERORS”** (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include his/her/their legal representatives, executors, administrators, successor-in-interest, till the last survivors and permitted assigns) of the **ONE PART.**

**AND**

**(1) MR. RAJENDRA MAHADEO INDULKAR 2) MRS. HEMANGI RAJENDRA INDULKAR** aged about , years hereinafter having address at FLAT NO.D/315, SUKH SAGAR CO-OP.HSG.SOC.LTD, NEAR ABHINAV SCHOOL , GODDEO FATAK ROAD, GODDEO NAKA , BHAYANDAR –EAST, DIST-THANE-401105 referred to as the **“THE TRANSFEREES”** (Which expression shall, unless it be as repugnant to context or contrary to the meaning thereof, be deemed to mean and include his/her/their legal heirs, legal representatives, executors, administrators, successor-in-interest, till the last survivors) of the **SECOND PART.**

WHEREAS, the Transferor is/are the owner and has/have exclusive possession along with share capital and otherwise well and sufficiently entitled to the Flat premises bearing No. **C/311**, on the **THIRD FLOOR**, in the Society known as “SUKH SAGAR CO-OP.HSG.SOC.LTD”, NEAR ABHINAV SCHOOL, GODDEO FATK ROAD , GODDEO NAKA , BHAYANDAR –EAST , DIST-THANE -401 105.... having **Sq. ft. 496 built up area i.e. 46.096 sq. mtr. built up area** Situated and lying at Goddeo Fatak Road , Bhayander (E), Tal & Dist- Thane Maharashtra-401105, (more particularly described in the schedule hereunder written).

AND WHEREAS, by and under an agreement for sale dated , 19/06/1996 entered into between M/S GEM BUILDERS PVT.LTD.CO. hereinafter referred to as the One Part and MR. JEEVAN MORARILAL NOHRIA, party of the other part acquired the said flat premises on Ownership Basis on payment of Full & Final Payment sale consideration therefore mentioned therein and took possession thereof.

AND WHEREAS, by and under an agreement for sale dated , 30/12/1996 entered into between MR.KASHINATH S.BHOSLE hereinafter referred to as the One Part and MRS. DHAPUDEVI BHIMARAM PATEL , party of the other part acquired the said flat premises on Ownership Basis on payment of Full & Final

Payment sale consideration therefore mentioned therein and took possession thereof.

AND WHEREAS, by and under an agreement for sale dated , 29/08/2005 entered into between MR.JEEV N MORARILAL NOHRIA hereinafter referred to as the One Part and MR. JAYRAM LAXMAN PUJARI & MRS.VRUSHALI JAYRAM PUJARI party of the other part acquired the said flat premises on Ownership Basis on payment of Full & Final Payment sale consideration therefore mentioned therein and took possession thereof. and same has been registered with the Sub-registrar office Thane vide document No.TNN4-06362-2005 DATED 08/09/2005.

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AND WHEREAS, The Transferor herein confirm that the above said agreement executed between the above said Builder and the Present Transferor herein are/is legally valid, existing, subsisting and have/has not cancelled, terminated, revoked and the Transferor herein have/has quiet, vacant and peaceful physical possession of the said flat premises since the date they/he/she purchased.

AND WHEREAS, the Transferor herein confirm that the title of the said premises is clear, marketable and free from all types of encumbrances and have/has assured, declared and confirm that they/he/she have/has absolute right, title and interest of selling the above said Flat premises to whomsoever they/he/she wants without any types of hindrance, encumbrances from anybody.

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AND WHEREAS, the Transferor herein have/has agreed to assign their/his/her right, title, interest and shares along with ownership rights, under the said Agreement for sale with the Builder in respect of the said Flat premises and the

TRANSFEE here in agreed to acquire the said flat premises on terms, conditions and obligation hereinafter mentioned.

**NOW THESE PRESENTS WITNESSETH**

**AS FOLLOWS:-**

1. The Transferor are/is the owners and in exclusively possession along with share capital of otherwise well and sufficiently entitled to the Flat premises bearing No. **C/311** on the **THIRD FLOOR**, in the society known as **“SUKH SAGAR CO-OP. HSG. SOC. LTD.”** at Near Abhinav School , Goddeo Fatak Road , Goddeo Naka , Bhayander (E), Tal & Dist- Thane Maharashtra-401 105.
  
2. The TRANSFEE here in agreed to acquire from the Transferor and the Transferor has/have agreed to sell the above said flat premises on as it is where it is basis at lump-sum sale consideration of **Rs. 55,00,000/- (RUPEES FIFTY FIVE LAKHS ONLY)** being the Full & Final Payment for his/her/their claim for the said Flat premises and the TRANSFEEES shall take over the said premises on Ownership Basis subject to terms, conditions and obligations contained in the said agreement with the above said Parties.
  
3. (a) TRANSFEE here in has/have paid to the Transferor a sum of **Rs. 9,45,000/- (RUPEES NINE LAKH FOURTY FIVE THOUSAND ONLY)** as a PART PAYMENT of the total agreed sale consideration to be acquired on Ownership Basis by him/her/them after paying the balance amount of **Rs. 45,00,000/- (RUPEES FOURTY FIVE LAKHS ONLY )** which shall be paid within 60 Working days from the date of Registration.  
Rs.55,000/- Tds Should be Deducted and paid to Income tax as per section 194-IA of Income Act i.e 1% of Total Consideration amount .

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- (b) The Transferor will hand over and the TRANSFEE will take over the possession of the said Flat premises, after clearance of Full & Final payment.

(c) It has been Expressly Agreed by the parties herein, that Time Period Is Essence Of Contract, as far as the above given balance payment is concerned. The TRANSFEREE has/have represented to the Transferor that he/she/they is/are also trying to avail of housing loan from any banks/institution and for that purpose Transferor shall co-operate with TRANSFEREE and he/she/they shall obtain from the said society all such papers, documents and NOC which may be required by banks/institution for disbursement/ sanction of the housing loan amount in favour of TRANSFEREE.

(d) If the TRANSFEREE fails to pay the balance agreed sale consideration within the due date given in para 3 (a) however if the TRANSFEREE fails to make the payment of balance consideration amount this AGREEMENT shall be cancelled and the amount received by the TRANSFEROR shall be refunded back to the TRANSFEREE (without interest) and no claim thereafter will be entertained in this regard and the TRANSFEROR shall be free to sell, transfer the above said flat to whomsoever he/she/they wants without the concern of the TRANSFEREE.

(e) It is EXPRESSLY AGREED by both the parties herein, due to WILLFUL DEFAULT of any of the parties herein for any act, deed given in para 3 (a) (b) above both have rights, to take lawful action as per SPECIFIC RELIEF ACT.

4. The Transferor hereby assure, state, declare and covenant

(a) That the Transferor herein confirms that the above said agreement, executed between the Builder and present Transferor herein is/are legally, valid, exercising,

(b) subsisting and have/has not cancelled, terminated, revoked, and the Transferor herein have/has quiet,

vacant, and peaceful possession of the said flat premises since the date they/he/she purchased.

(b) That, the said Flat premises is free from all types of encumbrances, liabilities, claims and demands of any nature whatsoever, including lispendens.

(c) That, no suit is pending in respect of the said Flat premises nor therein an attachment, proceedings going on, nor the said flat is subject to any legal charges, attachment, lien, claim in favour of anybody or public authority, local body and no taxes, dues, rate and levied are pending.

(d) That, after the possession of this Flat the TRANSFEREE is/are entitled to hold, possess, occupy and enjoy the said Flat premises without any interruption from the Transferor herein.

5. If the transaction is not completed on account of the willful default on the part of the Transferor, the TRANSFEREE shall claim damages without prejudice to their/his/her other rights and remedies in law.
6. If the transaction is not completed on account of the willful default of the TRANSFEREE, the Transferor shall be entitled either to require specific performance of this agreement by the TRANSFEREE without prejudice to his/her/their other rights and remedies in law.
7. The Transferor hereby covenant that they/he/she will/shall discharge the rents and taxes, society maintenance charges, water & Electricity charges, if any for the period up to and inclusive of the date of Possession.
8. The TRANSFEREE herein assure, state, declare and covenant that he/she/they will observe, perform all the terms, conditions and obligations contained in the said Agreement for sale with the Builders and that of the

society bye-laws as amended from time to time.

9. This Agreement shall always be subject to the provision contained in the Maharashtra ownership Flat Acts, 1963 or and Maharashtra Ownership Flat Rules, 1964 or any other provision of law application hereto.
10. The Transferor hereby further covenants that they/he/she will submit all the necessary papers with the society to get the said Flat Premises and Share Certificate No.38 for Five fully paid up shares Member Register No. 38 bearing distinctive No. 186 to 190 (both number inclusive) transferred in favour of TRANSFEREE
11. The Transferor and the TRANSFEREE hereby further confirm, covenant and declare that they have entered into this Agreement after going through the terms, conditions and obligations and with the full knowledge and have fully understood the same in letter and spirit.

#### **THE SCHEDULE REFERRED TO ABOVE**

All That Flat Premises bearing No. **C/311**, on the **THIRD FLOOR**, having **496 Sq. Ft. Built Up Area I.E. 46.096 sq. mtr. built up area**, in the society known as “**SUKH SAGAR CO-OP. HSG. SOC. LTD.**” having Regn No. TNA/(TNA)/HSG/(TC)/9334/1997-1998, Dated.16/10/1997 Near Abhinav School , Goddeo Fatak Road ,Goddeo Naka, Bhayander (E), Tal & Dist-Thane Maharashtra-401 105, on the piece of land bearing old Survey No, 117, New Survey No.121, Hissa No, 1 (P), Situated, lying and being in the Revenue Village –**GODDEO** Of Bhayander, within the Jurisdiction of Mira Bhayander Mahanagar Palika.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed his respective hand and seal to these presents the day and year SECOND hereinabove written.

SIGNED SEALED AND DELIVERED By

THE WITHINNAMED “**TRANSFEROR**”

**MR . JAYRAM LAXMAN PUJARI**

**MRS.VRUSHALI JAYRAM PUJARI**

In the presence of....

1.

2.

SIGNED SEALED AND DELIVERED BY

THE WITHINNAMED "**TRANSFEREES**"

**MR. RAJENDRA MAHADEO INDULKAR**

**MRS. HEMANGI RAJENDRA INDULKAR**

In the presence of...

1.

2.



**[RECEIPT PART PAYMENT]**

RECEIVED of and from the TRANSFEREES **(1) MR. RAJENDRA MAHADEO INDULKAR & MRS. HEMANGI RAJENDRA INDULKAR** for transfer of the said Flat premises No. **C/311**, on the **THIRD FLOOR**, '**SUKH SAGAR CO-OP. HSG. SOC. LTD.**', situated and lying at Near Abhinav School , Goddeo Fatak Road , Goddeo Naka , Bhayander (E), Tal & Dist- Thane Maharashtra-401105, as a sum of **Rs. 9,45,000/- (RUPEES NINE LAKHS FOURTY FIVE THOUSAND ONLY)** as a PART Payment on the given terms and conditions as mutually agreed by way of CHEQUE / NEFT as given below.

<b>DATE</b>	<b>CASH/CHEQUE</b>	<b>BANK</b>	<b>AMOUNT(Rs)</b>
<b>Total:</b>			9,45,000/-

Subject to realization of cheque/s

Total **RS 9,45,000/-**

WE SAY RECEIVED

**MR.JAYRAM LAXMAN PUJARI**

**MRS.VRUSHALI JAYRAM PUJARI**

WITNESS:-

- 1.
- 2.

**[ RECEIPT FULL & FINAL PAYMENT ]**

Received of and from the TRANSFEREES **(1) MR. RAJENDRA MAHADEO INDULKAR & MRS. VRUSHALI RAJENDRA INDULKAR** for transfer of the said **FLAT** premises No. **301**, on the **THIRD FLOOR**, Society known as **“OM SAI JAI BHAWANI CO-OP. HSG. SOC. LTD.”** At Near Saraswati School , Cabin Road , Bhayander (E), Tal & Dist- Thane Maharashtra-401105, as a sum of **Rs.45,00,000/- (RUPEES FOURTY FIVE LAKHS ONLY)** as a Full & Final Payment on the given terms and conditions as mutually agreed by way of CASH/CHEQUE as given below.

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**DATE    CASH/CHEQUE NO    BANK    AMOUNT (RS)**

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**Total Rs. 45,00,000/-**

**WE SAY RECEIVED**

**MR.JAYRAM LAXMAN PUJARI**

**MRS.VRUSHALI JAYRAM PUJARI**

WITNESS:-

1)

2)

**POSSESSION LETTER**

WE, **MR.JAYRAM LAXMAN PUJARI & MRS.VRUSHALI JAYRAM PUJARI** do hereby confirm, admit and acknowledge that I have received full & final consideration as per agreement of **Flat** premises No. **C/311**, on the **THIRD FLOOR** Society known as **“SUKH SAGAR CO-OP. HSG. SOC. LTD.”** At Near Abhinav School , Goddeo Fatak Road, Goddeo Naka , Bhayander (E), Tal & Dist- Thane Maharashtra-401105, and do hereby handover to the TRANSFEREES/s.

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Quiet, vacant & peaceful physical possession today.

HANDOVER QUIET, VACANT AND  
PEACEFUL PHYSICAL POSSESSION

**MR.JAYRAM LAXMAN PUJARI**

**MRS.VRUSHALI JAYRAM PUJARI**

TAKENOVER QUIET, VACANT AND  
PEACEFUL PHYSICAL POSSESSION

**MR. RAJENDRA MAHADEO INDULKAR**

**MRS. HEMANGI RAJENDRA INDULKAR**

Dated This \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**WITNESS :-**

1.

2.



**AGREEMENT**  
**FOR**  
**SALE**

BETWEEN

**MR. JAYRAM LAXMAN INDULKAR**

**MRS. VRUSHALI JAYRAM INDULKAR**

TRANSFEROR

AND

**MR. RAJENDRA MAHADEO**

**INDULKAR**

**MRS. HEMANGI RAJENDRA INDULKAR**

TRANSFeree

Flat No. C/311, Third Floor, Society Known As  
"Sukh Sagar Co-Op. Hsg. Soc. Ltd. At Near Abhinav School,  
Goddeo Fatak Road, Goddeo Naka, Bhayander (E), Tal & Dist-  
Thane Maharashtra-401105.





