

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE, is made and entered into at Mumbai, on this _____ day of March 2024, **B E T W E E N MRS. TASLIMBANU JAFARALI** Aged about 58 years, Indian Inhabitant, residing at Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, hereinafter referred to as "**THE TRANSFEROR**", (which expression shall unless it be repugnant to the context or meaning thereof mean and includes, her legal heirs, executors, administrators and assigns), the party of the **FIRST PART**,

AND

MR. RUPESH RAMESH SURVE, aged about 42 years, Indian Inhabitant, residing at Room No. 8, Desai Chawl No. 01, Ajinkya Nagar, Sant Kabir Marg, Near Ganesh Mandir, Kokni Pada, Dahisar (East) Mumbai - 400068, hereinafter referred to as "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof mean and includes his legal heirs, executors, administrators and assigns) of the **SECOND PART**.

"THE TRANSFEROR" have represented to "THE TRANSFEREE" as follows: -

- a. Pursuant to the Agreement dated 18-08-2003, executed between **M/S. CONWOOD AGENCIES PVT. LIMITED.**, therein referred to as the Developer of the One Part & **MRS. TASLIMBANU JAFARALI** therein referred to as the Allotee of the other part, thereby the said Developer/Builder have agreed to allot an ownership Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPEATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, in lieu of surrender his/her/their old occupied Residential Room Premises to the said Developer/Builder.
- b. AND WHEREAS the said Builder and Developer M/S. CONWOOD AGENCIES PVT. LIMITED., have completed the entire development of the said property in or about 2008.
- c. That the said owner of the Flat MRS. TASLIMBANU JAFARALI was the founder member of the "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPEATIVE HOUSING SOCIETY LTD., which is registered under the provision of Maharashtra Co-operative Societies Act, 1960 vide Registration No. MUM/S.R.A/HSG/T.C/11192/2006 (hereinafter referred to as "THE SAID SOCIETY") and by virtue of membership in the said society, said owner of the Flat MRS. TASLIMBANU JAFARALI is holding five fully paid up shares of Rs.10/- each bearing distinctive Nos. from 051 to 055 (both inclusive) entered into the Share Certificate No. 011, Dated 20-11-2012 issued by the said society.

- d. By virtue of the above the said MRS. TASLIMBANU JAFARALI, has become the sole owner of the said Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPEATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067. (herein after referred to as the said Flat Premises").
- e. That "THE TRANSFEROR" herein is in actual use, occupation and possession of the said Flat premises without any objection, obstruction or claim from anybody.
- f. That "THE TRANSFEROR" herein states and declares that she has got full right, full power and absolute authority to sell and/or dispose off the said Flat, and she has truly, faithfully and honestly disclosed all the facts to "THE TRANSFEREE" without suppressing or misrepresentation of any facts from "THE TRANSFEREE" and his rights, title and interest in respect of the said Flat, and the said Agreement is absolutely clear and marketable and free from all encumbrances disputes and reasonable doubts and free from all disputes at law and equity right, title, interest and /or claims in respect of the said Flat premises.

9. AND WHEREAS upon the strength of the aforesaid representations & declaration made by "THE TRANSFEROR" to "THE TRANSFEREE" and "THE TRANSFEREE" has verified and satisfied about the said facts to be true and correct and honest and pursuant to the negotiations between the parties, "THE TRANSFEROR" herein has agreed to sell & transfer the said Flat premises to "THE TRANSFEREE" and "THE TRANSFEREE" have agreed to purchase and acquire from the said "THE TRANSFEROR" said Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, along with all the rights, title, interest, Shares, & benefit and with the clear and marketable title, free from all encumbrances, disputes and doubts for the lump sum price or full and considerations amount the sum of **Rs. 39,00,000/- (RUPEES THIRTY NINE LAKH ONLY)** on the following terms & conditions which are appearing as under: -

NOW THIS IDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. "THE TRANSFEROR" has agreed to sell, transfer and assign the said Flat premises to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase and acquire from the "THE TRANSFEROR" an ownership Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, together with all her rights, title, interest, benefits, shares-money, shares certificate, deposits etc., for the lump sum price or full and final consideration the sum of **Rs. 39,00,000/- (RUPEES THIRTY NINE LAKH ONLY)** and it is Payable in the following manner.

2. On or before the Execution of this Agreement for sale, The TRANSFEREE has paid to the Transferor the sum of **Rs. 4,00,000/- (RUPEES FOUR LAKH ONLY)** being the part consideration amount in respect of the above said Flat for agreeing to sale the said Flat / premises to the TRANSFEREE.
3. On or Before 30TH May 2024, The Transferee herein agrees to pay to the Transferor a sum of **Rs. 35,00,000/- (RUPEES THIRTY FIVE LAKH ONLY)** being the balance full and final consideration amount in respect of the said the Said Flat premises by availing the Housing Bank Loan from any Housing finance Bank or Housing finance Institute or he will arrange from own sources.
4. On Receipt of the full and final consideration & on full satisfaction of "THE TRANSFEROR", "THE TRANSFEROR " shall hand over the peaceful and vacant possession of the said Flat premises to "THE TRANSFEREE" along with all the previous Agreement, Share-Certificate, possession letter, maintenance receipts up to date, NOC letter of the Society, Electricity charges bills & its receipts up to date, all other payment's receipts up to date, and all other relevant documents & papers in original in respect of the said Flat premises.
5. "THE TRANSFEROR" hereby declares that she has in no way created any charge, claim or lien on the said Flat premises and that the said Flat hereby agreed to be sold is free from all claims, charges, Housing Loan, Property Loan, lien, mortgage, Government Taxes, and encumbrances, and further there is no claim or demand or litigating in respect of the said Flat premises. The TRANSFEROR has paid and clear all his dues, demand, Maintenance of the society & BMC taxes etc. in respect of the said Flat premises. "THE TRANSFEROR " do hereby agrees and undertakes to indemnify "THE TRANSFEREE" and their nominees against such claims, demands, dues, Loan amount Notice of demands of any Taxes or dues, Pertaining to the said Flat premises, and further undertakes to pay and Clear all such dues, claim and demands as and when demanded by the authorities concerned in respect of the said Flat premises .

6. "The TRANSFEREE" herein undertake to become the members of the society and agree to abide by the laws & bye – laws of the Society, and undertake to pay the society's maintenance, out goings, society's fund and all other payable taxes and charges regularly to the society and all other concern authorities.
7. "THE TRANSFEROR" further states and declares that the said Flat premises belong to her absolutely and she has not created any other rights, title or interest in favour of any other persons or parties by way of sell, Transfer, assign, Gift, tenancy, Sub-tenancy, exchange, lease, Sub-lease, Mortgage, lien, Gift, Leave & License, Trust, inheritance, bequest, possession, hypothecation, easement, or otherwise whatsoever in respect of the said Flat premises and further declare that there is no prohibitory order by any government and/or Local Authority or injunction by any court restraining them from handing over and/or transferring the said Flat premises in favour of the TRANSFEREE and no attachment have been levied on the said Flat premises. And the Title of the said Flat premises is very clear, Transferable & marketable.
8. "THE TRANSFEROR" do hereby undertake to pay and clear society's Maintenance charges, Municipal Taxes, Water Charges, Electricity bills, Telephones bills, Cable Charges, society dues & arrears if any, and all other pending bills and Government taxes pertaining to the said Flat premises till the date of handing over the possession of the said Flat premises to the TRANSFEREE and further undertake to keep the harmless to the TRANSFEREE from any claim or demand or dues pertaining the said Flat premises.

9. "THE TRANSFEREE" agreed to pay the necessary stamp duty & registration charges and all other payable charges as leviable by the concerned government authority on this Agreement.
10. "THE TRANSFEROR" hereby agree and undertake to sign & execute any further Agreements, Sale - Deed, Transfer - Deed or any other necessary or required Deeds, Documents, Bond Papers Affidavits, Declarations, Indemnity Bond, Undertakings, Declaration, request Letters, Applications, Petitions, society's Transfer forms, and all other necessary or required documents & papers in favour of "The TRANSFEREE" and/ or Society and/or Government, and/ or any other concern authorities.
11. "THE TRANSFEROR" shall hand over to "THE TRANSFEREE" original all the Agreement, Society maintenance Receipts, Electricity Bills and payments Receipts, Share - Certificate and all other relevant documents and papers, all the payments receipts up to the date of handing over possession of the Flat premises to the TRANSFEREE in original pertaining to the said Flat premises.
12. "THE TRANSFEROR" hereby further covenant with "THE TRANSFEREE" that the "THE TRANSFEROR" shall execute from time to time and all times all such acts, deeds and things whatsoever for perfectly securing the interest of the TRANSFEREE in the said Flat premises which is agreed to be sold hereby unto and to the use of THE TRANSFEREE as shall be or may be reasonably required till the date of transfer of the said Flat premises from THE TRANSFEROR name's to the name of TRANSFEREE at the records of the society/ Government and at all other concerned places.

13. "THE TRANSFEROR" herein states & declares that she has no objection if the above said Flat and its Share- certificate, Society Bill, Maintenance bill and its Receipts, Deposit amount, Electricity bills and its Deposit amount, and all other relevant documents & Papers are transferred directly in the name of the TRANSFEREE in the records of the society and at all other concerned places.
14. " THE TRANSFEROR" herein undertake to remain present before the Society, Joint Sub- Registrar Borivali- Taluka, Concern Revenue offices, and all other Governments concern authorities, for the effective transfer of the above said Flat premises and to clear the title, objection or obstructions if any, and to transfer the said Flat premises smoothly from Original Vendor's name to the names of the TRANSFEREE at the records society, Government and at all other concern places, and further undertake to sign and execute all the necessary documents and papers for the same.
15. THE TRANSFEROR do hereby indemnify and keep the indemnified harmless to the TRANSFEREE/ Society/ Housing finance Bank, and concerned authorities, against any claim, Demand, loss, dues, Payments, unpaid taxes if any, during the period from the date of allotment to the date of handing over the possession of the said Flat premises.
16. "THE TRANSFEROR" herein agrees and undertakes to get the afore said Flat premises transferred in the name of the " The TRANSFEREE" at the records of the Society and the transfer charges or any donation payable if any shall be borne and paid by both the parties equally.

17. " THE TRANSFEROR" herein state that she has no objection if the Gas connection of the Mahanagar Gas Ltd., along with its deposit amount if any, is directly transferred in the name of the TRANSFEREE at the records of Mahanagar Gas Ltd., and at all other concern places.
- 18." THE TRANSFEROR" herein state that she has no objection if the Electricity bill of the Adani Electricity Ltd., along with the deposit amount if any, is directly transferred in the name of the TRANSFEREE at the records of Adani Electricity Ltd. & at concern places.
- 19.On Receipt of Full and Final Consideration, and on full satisfaction, The Transferor, The Transferor shall hand over to the Transferee, said Flat premises along with Original share certificate, Agreement and all other relevant documents and papers in respect of the said premises and further state that the Transferor has no objection if the said Flat premises is transferred from her name to the name TRANSFEREE in the records of the society
20. "THE TRANSFEREE" shall become the member of the society and shall abide by the rules and regulations and laws & bye - laws of the Society.

SCHEDULED OF THE PROPERTY

An ownership Flat No. 207, Admeasuring 225 Sq. Feet Carpet area, equivalent to 25.09 Sq. Mts Built-up Area or thereabout, on Second Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, constructed on the piece or parcel of land Survey No. 163(Pt), Vide CTS No. 128A/77 of the Revenue village Kandivali Taluka - Borivali, Mumbai Suburban District. That the building of the society was constructed in the year 2009 -2010.

IN WITNESS WHEREOF the parties hereto has set and subscribed their respective signatures to this Agreement for sale and the day and the year hereinabove first written.

SIGNED, SEALED, AND DELIVERED by the }
Within named "THE TRANSFEROR " }
MRS. TASLIMBANU JAFARALI }
PAN NO. BBZPJ2839M }
AADHAR No. }

In the presence of }

SIGNED, SEALED, AND DELIVERED by the }
Within named "THE TRANSFEREE" }
MR. RUPESH RAMESH SURVE }
PAN NO. CGWPS5405F }
AADHAR No. }

In the presence of }

WITNESSES :-

1.

2.

RECEIPT

RECEIVED WITH THANKS, a sum of **Rs. 4,00,000/- (RUPEES FOUR LAKH ONLY)** and from the within named **TRANSFEEEE MR. RUPESH RAMESH SURVE** by way of part consideration in respect of said Flat No. 207 on 2nd Floor, in "SHANTINIKETAN (KANDIVALI) S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD., situated at sector No. 9, Near Pawar Public School, Mahavir Nagar extension, off Poisar Gymkhana, Kandivali (West), Mumbai-400067, and the details of the payments are as udder:-

AMOUNT	CHEQUE Number/ Bank Transfer/ NEFT/ RTGS etc.	DATE	DRAWN ON BANK
1,00,000/-	Cheque No.343755	14-03-2024	Bank of Maharashtra

(Subject to realization of Cheques)

I SAY RECEIVED

**MRS. TASLIMBANU JAFARALI
THE TRANSFEROR**