**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“this Agreement”)** is made and entered into at **THANE** this \_\_\_\_ day of April, 2024**.**

**BETWEEN**

**MR.SACHIN SAHAJI PHADATARE,** age 36 years, Pan No. BKUPP0989G **AND MRS.ASHWINI SACHIN PHADATARE,** age 30 years, Pan No. CATPD3334F, Both Indian Inhabitant,residing at Flat No. 105, Shiv Sai Apartment, B wing, Tekdi Bunglow, Panchpakadi, Thane (W) 400602; hereinafter referred to as **"THE TRANSFERORS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, executors and administrators) of the One Part;

**AND**

**MR.AMMAR NAZIR ALAM CHUNAWALA,** age 29 years, Pan No. AASPQ6453H, Indian Inhabitant, having address at Room No.14,1st Floor, Abdullah Mansion, 3rd Sanidi Street, Byculla West, Mumbai - 400008**,** hereinafter called **“THE TRANSFEREE”**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, executors and administrators) of the Other Part;

### Whereas:

1. With respect to ALL THAT PREMISES bearing **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in Building known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601** within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane(hereinafter referred to as **“the said Flat”**).
2. **WHEREAS** the said **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** was purchased by **MR.RASHID MOHAMMAD MUNNA KHAN** from **MR. ASHOK K. GHAGARE** vide Article of Agreement dated 29.01.2014 and registered the same with Joint Sub Registrar having Document No. TNN5-1006-2014, Dated 29.01.2014, and with appropriate stamp duty and registration fees paid and he has acquired all rights, title and interest in **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601 and** Registration District and Sub-District of Thane.
3. **WHEREAS** thereafter the said **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** was purchased by **MR.SACHIN SAHAJI PHADATARE AND MRS.ASHWINI SACHIN PHADATARE** from **MR.RASHID MOHAMMAD MUNNA KHAN** vide Agreement For Sale dated 29.01.2024 and registered the same with Joint Sub Registrar having Document No. TNN2-2575-2024, Dated 29.01.2024, and with appropriate stamp duty and registration fees paid and they have acquired all rights, title and interest in **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601 and** Registration District and Sub-District of Thane.
4. The **TRANSFERORS** are absolutely, legally and exclusively holds, possess, use, occupy and enjoy, on ownership basis the said Flat. The said Flat more particularly described in the **First Schedule** hereunder written.
5. The **TRANSFERORS** have further represented to the **TRANSFEREE** that the **TRANSFERORS** have clear and marketable title to the said Flat and thus the **TRANSFERORS** are well and sufficiently entitled to the Said Flat and have absolute right and power to hold, occupy and deal with and dispose of the Said Flat and to dispose of the same to any third party. Therefore, the **TRANSFERORS**, out of their own will, have decided to sell the said Flat to the **TRANSFEREE** on ownership basis and is entitled to enter into this Agreement.
6. AND WHEREAS on coming to know the intention of the **TRANSFERORS** regarding sale of the said Premises, the **TRANSFEREE** approached the **TRANSFERORS** and negotiated for sale and transfer of the said Premises in the said Society in their favor.
7. The **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREE** the said Flat for a total consideration of **Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only).**
8. Pursuant to the negotiations between the **TRANSFERORS** and the **TRANSFEREE**, the **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREE** and the **TRANSFEREE** have agreed to purchase and acquire from the **TRANSFERORS** the said Flat free from all encumbrances of any nature and whatsoever together with all rights, privileges and benefits of the **TRANSFERORS** incidental to the ownership of the said Flat for a total consideration as set out herein and on the terms and conditions hereinafter appearing;

**Now These Presents Witnesseth As Follows in consideration of the recitals, representations, warranties and covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:-**

1. The parties (both the **TRANSFERORS** and the **TRANSFEREE**) hereby acknowledge and confirm that the aforesaid recitals, annexure and schedule form an integral part of this Agreement.
2. In pursuance of this Agreement and in consideration of the total and final consideration of **Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** agreed to be paid to the **TRANSFERORS** by the **TRANSFEREE**; the **TRANSFERORS** hereby sell, assign, convey and transfer unto the **TRANSFEREE**, and the **TRANSFEREE** both hereby purchase and acquire from the **TRANSFERORS** the absolute, legal and exclusive right to hold, possess, use, occupy and enjoy residential **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601,** within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (i.e. **the Said Flat**) more particularly described in the **First Schedule** hereunder, and together with all the interest, benefits, advantages, and privileges of and incidental to the Said Flat and also together with the benefit of all deposits lying to the **TRANSFERORS** credit in the books of the said Society including the **TRANSFERORS** share of contributions to the Society's Sinking Fund and the benefit of deposits lying with the Maharashtra State Electricity Board Distribution Company Ltd. (MSEDCL) in respect of the electricity meter(s) installed for electricity supply to the said Flat.
3. The **TRANSFERORS** have agreed that the said total and final consideration of **Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** is for the sale and transfer of the said Flat with the **TRANSFERORS** membership of the said Society, and all the interest, benefits, advantages and privileges of and incidental to the **TRANSFERORS** membership of the said Society, and also the benefit of all deposits lying to the **TRANSFERORS** credit in the books of the said Society, including the **TRANSFERORS** share of contributions to the said Society's Sinking Fund and the benefit of deposits lying with the Maharashtra State Electricity Board Distribution Company Ltd. (MSEDCL) in respect of the electricity meter(s) installed for electricity supply to the said Flat .The **TRANSFERORS** hereby agrees that the consideration mentioned herein shall be final and they shall not demand any additional amount from the **TRANSFEREE**.
4. The **TRANSFERORS** have simultaneously with the execution hereof, irrevocably authorized the said Society (in writing), to transfer the said Flat to the name of the **TRANSFEREE** and all deposits and other amounts (including contributions to the said Society's Sinking Fund) standing to the credit of the **TRANSFERORS** in the books of the said Society which are attributable to the said Flat.
5. The **TRANSFERORS** hereby represent, warrant, declare, undertake, covenant and confirm to the **TRANSFEREE** as follows:

1. That the **TRANSFERORS** are the absolute, legal and beneficial owners of the said Flat;
2. That the **TRANSFERORS** are in exclusive use, occupation, possession, ownership and enjoyment of the said Flat and every part thereof;

1. There is no encroachment, trespasser or tenants or occupants or licensee or any third party rights on the said Flat or any part thereof;
2. The **TRANSFERORS** have full right and absolute authority to transfer/sell the said Flat to the **TRANSFEREE** and the **TRANSFERORS** have not done or caused to be done or executed or been party or privy to any set, deed, matter or thing whereby they are prevented from transferring, selling, conveying, granting and transferring the said Flat to the **TRANSFEREE**.
3. The **TRANSFERORS** have not entered into any agreement for sale or transferred the said Flat to any other person or persons;
4. The **TRANSFERORS** do not require any consent or approval from any person for selling and transferring the said Flat except consent of the said Society.
5. There is no claim of any nature whatsoever by any person or persons or by the said Society, the Builder/Developer of the said building, Government, Municipal Corporation or any other authority in or against the said Flat .
6. No notice has been received from the Municipal Corporation of Thane, or from any other Government Authority for having committed any violation of any statutory provisions, rules and regulation in respect of the said Flat.
7. No person have any right, title or interest whether by way of sale, exchange, mortgage, gift, trust, tenancy, possession, inheritance, lien or otherwise howsoever and the said Flat is free from all encumbrances, lien, claim and / or demand whatsoever and the **TRANSFERORS** hereby indemnifies and hold harmless the **TRANSFEREE** with respect to the same in future.
8. The said Flat is not subject to any Lis Pendens or attachment either before or after judgment or any other impediment or like nature;
9. The **TRANSFERORS** right to the said Flat is not attached either before or after judgment or at the instance of taxation authorities or any other authorities and the **TRANSFERORS** have not given any undertakings to the taxation authorities or any other authorities so as to not to deal with or dispose of the right, title and interest in the said Flat and that the **TRANSFERORS** have full and absolute power to deal with the same;
10. No petition or proceedings for insolvency of the **TRANSFERORS** has been filed or initiated before any Court of Law or other competent authority against the **TRANSFERORS** by their creditors or any other person or persons;
11. There is no proceeding pending under the Income Tax Act, 1961 in respect of the said Flat or any part thereof and there is no restraint either under Income Tax Act or any other Act or any other statute from selling or transferring the said Flat as contemplated under these presents;
12. Upon receipt of the balance consideration to the **TRANSFERORS** from the **TRANSFEREE**, the **TRANSFERORS** shall immediately deliver to the **TRANSFEREE** the full and complete, legal and absolute, peaceful and vacant possession of the said Flat with the right to the **TRANSFEREE** to hold, possess, use, occupy and enjoy the same, without any obstruction, hindrance or interference of any nature whatsoever from the **TRANSFERORS** or any other persons or parties;
13. The **TRANSFERORS** undertake that the **TRANSFERORS** shall pay to the said Society and all other concerned authorities the taxes, rates, duties, maintenance charges, electricity bills and all other outgoings etc. payable by the **TRANSFERORS** in respect of the said Flat up to the date of handing full and complete, legal and absolute, peaceful and vacant possession. If any amount is payable against any outstanding/s the **TRANSFERORS** shall clear the same on or before the execution of this Agreement and if the same is still outstanding, only the **TRANSFERORS** shall be liable for the same even after the execution of this Agreement for all the periods before the execution of this Agreement and the **TRANSFERORS** shall pay or settle the same at their own cost, expenses and responsibility.
14. The **TRANSFERORS** agree and undertake that they shall hereafter, at the request of the **TRANSFEREE** sign and execute all such further and other deeds, documents, instruments and writings as may hereafter be required by the **TRANSFEREE** for the purpose of transferring to and vesting in the **TRANSFEREE** the said Flat after receiving the full and final consideration as mentioned in this Agreement at the time of handing over of possession of the Said Flat.
15. (a) The **TRANSFERORS** declare having paid all property rates and taxes, assessments, outgoings and maintenance charges to the Society, the Municipal Corporation of Thane (TMC) and all concerned authorities in respect of the said Flat for all periods up to the date of handing over the possession of the said Flat

(b) The **TRANSFERORS** shall pay and discharge all liabilities, taxes, Society outgoings and maintenance charges etc. in respect of the said Flat chargeable, due and payable for periods on and before handing over of possession of the said Flat.

1. The **TRANSFEREE** have agreed to pay to the **TRANSFERORS** a total consideration (full and final) of **Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** as mention below :-
	1. **Rs.\_\_\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_Only)** paid by Cheque having Cheque no. \_\_\_\_\_\_\_\_ dated **\_\_\_\_\_\_\_\_\_\_** drawn from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** as token payment amount.
	2. **Rs.\_\_\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_Only)** paid by Cheque having Cheque no. \_\_\_\_\_\_\_\_ dated **\_\_\_\_\_\_\_\_\_\_** drawn from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,,** as part payment amount.
	3. The **TRANSFERORS** and the **TRANSFEREE** hereby agree that **Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only)** will be deducted from the Consideration price of the property as per the government rule as the Tax Deducted at Source (TDS : 1 per cent of the Lump sum price of the property), which will be paid to the government by the **TRANSFEREE** against the PAN of the **TRANSFERORS**.
	4. Balance payment of **Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) shall be paid** within **\_\_ working days** from the date of registration of this Agreement by obtaining loan / financial assistance from the bank / financial institution or from their Self contribution on the condition that the TRANSFERORS will provide documents required by Bank for granting loan.
2. The **TRANSFERORS** agrees to assist to sign any documents and handover all original agreements related to the said Flat, property tax receipts and other documents with respect to the Said Flat to TRANSFEREEor his bank required for housing loan facility and comply the requirements of the bank for effecting the disbursement of the balance consideration of **Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only).**
3. The **TRANSFEREE** shall bear and pay the full stamp duty, registration charges and incidental expenses upon the original copy of these presents prescribed under the Bombay Stamp Act, 1958 and the registration charges payable upon the original lodged copy of these presents. The donations, premium and all other payments to be made in respect of the said Shares and the said Flat for transfer shall be borne and paid in by both the parties in equal proportion.
4. On receipt of full and final amount the **TRANSFERORS** shall handover quiet, vacant and peaceful possession of the said Flat to the **TRANSFEREE** along with all set of keys. The **TRANSFERORS** undertakes to render their full support and co-operation to the **TRANSFEREE** for legal, perfect and absolute transfer and peaceful possession of the said Flat to the **TRANSFEREE** and shall not take any additional consideration/charges.
5. The **TRANSFEREE** is also entitled to enjoy all other common facilities, utilities, and rights, benefits and privileges, incidental to the ownership of the said Flat on par along with all other flat owners in the building/ the said Society without any interference from the **TRANSFERORS** whatsoever from the execution of this Agreement.
6. The **TRANSFERORS** hereby state, declare and confirm that the **TRANSFEREE** shall be entitled to get transferred the Electricity, Property Tax, installed in the said premises to his name and the **TRANSFERORS** shall, if required give their fullest co-operation in that regard.
7. The transfer fees of the society shall be borne by both the parties in equal proportion. The **TRANSFERORS** shall also hand over their previous agreement, allotment letter, last maintenance charges receipt, last electricity bill, last property tax receipt and other records amounting to the title of the premises for the purpose of his record.
8. The **TRANSFERORS** hereby declare that the cost of consideration mentioned in the agreement is full and final and the **TRANSFERORS** will not demand any additional amount on or above consideration and will provide no objection letter or WILL execute sign no objection for transfer of any records in the name of **TRANSFEREE**.
9. The parties hereto agree that after execution of this Agreement, the same would be lodged for registration with the concerned Sub-Registrar of Assurances at Thane and both the parties would admit execution thereof before the said concerned Sub-Registrar of Assurances.

**SCHEDULE OF PROPERTY**

**ALL THAT RESIDENTIAL Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601** within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (“the Said Flat”).

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

SIGNED AND DELIVERED by the )

withinnamed **“the TRANSFERORS”** )

**MR.SACHIN SAHAJI PHADATARE,** )

**MRS.ASHWINI SACHIN PHADATARE** )

in the presence of. …… )

1.

2.

SIGNED AND DELIVERED by the )

withinnamed **“THE TRANSFEREE”** )

**MR.AMMAR NAZIR ALAM CHUNAWALA )**

in the presence of……. )

1.

2.

:: **RECEIPT**::

**RECEIVED** of and from **MR.AMMAR NAZIR ALAM CHUNAWALA** a sum of **Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only))** as the **token and part payment** against the said **Flat No.6** admeasuring **75.27 Sq Mtr Built Up on 2nd Floor** in society known **as "MATRUKRUPA"** standing on the plot of land bearing **CTS No.184A/1 Tika No.12 of Village – Panchpakadi,** being and situated at  **Dr. Moose Road, Nr Gadkari Rangayatan, Thane (w) - 400601** in the following manner:

* 1. **Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)** paid by Cheque having Cheque no. \_\_\_\_\_\_\_\_ dated **\_\_\_\_\_\_\_\_\_\_** drawn from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** as token payment amount.

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

 **WE SAY RECEIVED**

**MR.SACHIN SAHAJI PHADATARE**

**MRS.ASHWINI SACHIN PHADATARE “TRANSFERORS”**

In the presence of :

1.

2.