

(DRAFT)

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at MUMBAI, This 28th day of March, 2024, by and between **MR.NANA ANANT SHIRSAGAR**, (Aadhar No. ___ ___ & PAN No. ___), an adult, Indian, Inhabitant of Mumbai, owner of Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074, hereinafter called the '**TRANSFEROR**' (which expression shall unless it be repugnant to the meaning and context thereof, mean and include his heirs, executors, administrators and assigns) of the ONE PART, **MR.SWAPNIL BABU SAKPAL**, (Aadhar No. 9440 4876 7871 & PAN No.____), an adult, Indian, Inhabitant of Mumbai, residing at Shiv Shakti Chawl no-1 Koyana Vasahat Near Dindoshi Highway Dindoshi Pada Goregaon East-400063, hereinafter called the '**TRANSFeree**' (which expression shall unless it be repugnant to the meaning and context thereof, mean and include his heirs, executors, administrators and assigns) of the **OTHER PART**:

WITNESSETH:

The Party of the TRANSFEROR is the seized and possessed and lawful owner and/or otherwise well and sufficiently entitled to use, occupation and possession of Flat premises bearing Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074, **admeasuring area 225 Sq. Feet, bearing C.T.S. No. 251B, 261-C, 313A & 314A, of Village- Anik, Mumbai Suburban District**, (which shall hereinafter be referred to as "**THE SAID FLAT**").

WHEREAS the Transferor had allotted the said Flat premises under MMRDA Scheme vide its Allotment Letter dated 09/08/2004 since then the Transferor is in use,

occupation and in possession of the said Flat premises. That the Transferor is holding Electricity connection bearing Account CA No. ____in respect of the said Flat premises.

AND WHEREAS **Naya Savera Co-operative Housing Society Ltd.** a Registered Co-operative Housing Society, registered under the Maharashtra Co-operative Societies Act, 1960 having its office at **Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074,** hereinafter referred to as "The said Society" for the brevity's sake.

AND WHEREAS the society has been also allotted 10 Shares of 50/- each vide **Share Distinctive Nos.____ to ____** under **Share Certificate No. _** hereinafter referred to as "the said Shares" for the brevity's sake.

WHEREAS :

- a) The Transferor is entitled to and is in exclusive occupation, possession and enjoyment on ownership basis a **Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074, admeasuring area 225 Sq. Feet, bearing C.T.S. No. 251B, 261-C, 313A & 314A,of Village- Anik, Mumbai Suburban District,** hereinafter referred to as the said "Flat Premises" (more particularly described in the Schedule herein written.
- b) The TRANSFEREE begin desirous of getting transferred and thereto getting possession and occupation of the said Flat Premises having approached the Transferor to take up the transfer of the said Flat Premises held by the Transferor in the said Society and as incidental thereto to take up the relinquishment by the Transferor of his right of occupation, possession and enjoyment of the said Flat in favour of the TRANSFEREE on ownership basis which the Transferor have agreed to do upon the terms and conditions mutually

agreed upon between the parties hereto and recorded in writing hereinafter appearing.

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

1. The Transferor doth hereby agrees to transfer to the TRANSFEREE and TRANSFEREE doth agree to acquire and take up from the Transferor the transfer of the said **Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074, admeasuring area 225 Sq. Feet, bearing C.T.S. No251B, 261-C, 313A & 314A, of Village- Anik, Mumbai Suburban District,** together with the said shares of the said Society free from all liabilities and encumbrances for a total consideration of **Rs.45,00,000/- (Rupees Fourty Five Lakh Only)** payable by the TRANSFEREE to the Transferor being the full and final consideration amount of said Flat premises.
2. In consideration of the TRANSFEROR having agreed to transfer the Flat in favour of the TRANSFEREE and she relinquishment and renunciation of the right of occupation, possession and enjoyment of the said Flat by the said TRANSFEROR in favour of the TRANSFEREE as hereinafter mentioned, provided the TRANSFEREE agree to pay the TRANSFEROR the consideration of **Rs.36,00,000/- (Rupees Thirty Six Lakh Only).**
3. That the TRANSFEREE herein have agreed to pay a sum of **Rs. 9,00,000/- (Nine Lakhs Only)** as and by way of token amount at the time of execution of this agreement and also agreed to pay the balance amount of **Rs.36,00,000/- (Rupees Thirty Six Lakh Only)** after getting loan from concerned bank / financial institution.

4. The Transferor has been in use, occupation of the said Flat, and is rightful owner thereof, and that no other person or party has any right, title and interest of demand of any nature whatsoever into or upon the said Flat. The Transferor has good right to sell and transfer the said Flat to the TRANSFEREE.
5. That the Transferor doth hereby relinquish, release, renounce, quit and hand over unto the TRANSFEREE the right of occupation, possession and enjoyment of the said Flat to the intent that the TRANSFEREE shall be entitled to enter upon and remain in exclusive, occupation, possession and enjoyment of the said Flat on ownership basis, free from encumbrances, claims and demands, if any created by the Transferor and pursuant to the provisions of the bye –laws in that behalf governing the relationship of the society and the Members with regards to the occupation, possession and enjoyment of the said Flat.
6. That on execution of this sale deed the TRANSFEREE shall be entitled to the membership of the said Society and shall get the interest of the Transferor in the said Flat.
7. The TRANSFEREE shall be abide by all the rules, regulations, bye-laws, etc. of the said society that has been formed by the occupiers of the premises in the said building and the TRANSFEREE shall pay regularly all the dues payable including periodical rents, municipal taxes and other outgoings in respect of the said Flat.
8. The Transferor shall make necessary application to the Society for the transfer of the said Flat in favour of the TRANSFEREE on execution of this agreement.
9. That the Transferor shall make necessary documents, deeds and conveyances in favour of the TRANSFEREE for fully and effectively transferring the said Flat in the names of the TRANSFEREE in the records of the said Building.

10. That all outgoings payable in respect of the said Flat to the said Society up to ___st day of March, 2024 shall be borne and paid by the TRANSFEREE. All such payments after ___st day of March, 2024 shall be borne and paid by the TRANSFEREE.

THE TRANSFEROR HEREBY DECLARES THAT:

- a) He has not entered into any agreement or contract to sell and assign or transfer her rights, title and interest in respect of the said **Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074,, admeasuring area 225 Sq. Feet, bearing C.T.S. No. 251B, 261-C, 313A & 314A,of Village- Anik, Mumbai Suburban District**, to any other person or any financial institution or banks except to the TRANSFEREE as mentioned hereinabove.
- b) He has not mortgage, alienated or charged with the said Flat and the same are free from all encumbrances of whatsoever nature.
- c) He has got full and absolute right to sell, assign and transfer all its rights, title and interest in the said Flat in favour of the TRANSFEREE.
11. That the Transferor doth hereby covenants with the TRANSFEREE that he has paid all taxes including the municipality taxes, property taxes, water charges, maintenance charges outgoings, electricity bills claim and other government dues if any in respect of the said Flat to the concerned authorities up to ___th day of March, 2024 and hereinafter the TRANSFEREE shall be responsible for the payments of the same directly to the concerned authorities thereafter.

12. That the Transferor doth hereby further covenants with the TRANSFEREE that the TRANSFEREE shall henceforth quietly and peacefully possess and occupy the said Flat without any let, hindrances, denial, demand, interruptions or eviction by the Transferor or any other person lawfully claiming or equitable claiming through or under Transferor and the Transferor undertakes to give clear and marketable title of the said Flat, from charges, lien, encumbrances to the Transferor.
13. The Transferor hereby agrees and undertakes to indemnify and keep indemnified the TRANSFEREE against any claim made by any person or government authority or municipal authority for any dues whatsoever for the period prior to the date of execution of this Agreement in respect of the said Flat.
14. That the Transferor hereby agrees and declares that the TRANSFEREE shall be entitled to have and to hold the possession, occupation and use of the said Flat including electric and other fittings therein and attached thereto and the TRANSFEREE shall hold the said Flat, and then use and benefit forever without any claim, right, interest, demand or lien of the Transferor or any other person.
15. The Transferor declares that prior to the execution of these presents he has not enter into any agreement respect of the said Flat premises in favour of any third party or otherwise in any manner encumber the same in any manner save and except this present Agreement for Sale in favour of the TRANSFEREE.
16. That the TRANSFEREE shall pay from time to time and all times of protection, maintenance, observing and confirming the rules, regulations, stipulations of the Mumbai Municipal Corporation or any other authority from time to time and for fully and properly vesting the said Flat, in the said Society and shall have a strict

observance of the various stipulations and conditions laid down in respect of the use and occupation of the said Flat.

17. The Stamp Duty for the present agreement payable shall be borne by the TRANSFEREE and nothing shall be paid by the Transferor.
18. This Agreement is to be treated as agreement for specific performance and either party has right to approach the court of law for specific performance of this agreement.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Flat Premises bearing Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074,, admeasuring area 225 Sq. Feet, bearing C.T.S. No. 251B, 261-C, 313A & 314A, of Village- Anik, Mumbai Suburban District.

IN WITNESSES WHEREOF the TRANSFEROR and **TRANSFEREE** have set and subscribed their respective hands the day and year first written hereinabove.

SIGNED, SEALED AND DELIVERED)

By the withinnamed party of the)

FIRST PART "TRANSFEROR")

MR.NANA ANANT SHIRSAGAR)

In the presence of..)

1.

2.

SIGNED, SEALED AND DELIVERED)

By the withinnamed party of the)

Second Part "TRANSFEREE")

MR.SWAPNIL BABU SAKPAL)

In the presence of..)

1.

2.

RECEIPT

I, **MR. NANA ANANT SHIRSAGAR**, RECEIVED of and from the within named **TRANSFEREE MR. SWAPNIL BABU SAKPAL** the sum of **Rs. 9,00,000/- (Rupees Nine Lakh Only)** being the part amount of the total consideration of **Rs.45,00,000/- (Rupees Fourty Five Lakh Only)** in respect of the said **Flat No.403, 4th Floor Rockline ,Building No.03, Naya Savera Co-operative Housing Society Ltd., Mhada Colony, Vashi Naka, Chembur, Mumbai- 400 074, admeasuring area 225 Sq. Feet, bearing C.T.S. No. 251B, 261-C, 313A & 314A,of Village- Anik, Mumbai Suburban District**, mentioned herein.

N.E.F.T. / R.T.G.S.	Amount	Date	Bank

I SAY RECEIVED Rs.9,00,000/-

"TRANSFEROR"

WITNESSES:

- 1.
- 2.