#### AGREEMENT FOR SALE

# THIS AGREEMENT FOR SALE is made and entered into at Dombivli on this <u>9</u><sup>+</sup>/<sub>1</sub> day of <u>August</u> 2021

### BETWEEN

MR. NISHIT DAMODAR SALIAN, aged 34 years, Pan No. BPGPS5448E, Residing at: Room NO 2,Om Vijay Laxmi CHS,Ayre Road,Near Water Tank Dombivali (East) Taluka Kalyan, Dist. Thane-421201, hereinafter referred to as THE TRANSFEROR (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the FIRST PART.

#### AND

MR. RAMJI RAGHO SALEKAR, aged 32 years, PAX So CSZPS53803 MR. LAXMAN RAGHO SALEKAR aged 26 Years AN NO GLYPS9766 Residing at: Pandurang Krupa Chawl, Siddharth Nagar Near Muktabai Hospital, Bhiwandi, Ghatkopar (West) Mumbai 400084 hereinafter referred to as THE TRANSFEREES (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the SECOND PART.

WHEREAS The TRANSFEROR has purchased a Flat vide Agreement for Sele dt.26/09/2012 from M/S. SAI SUVARNA CONSTRUCTION and registered with sub registrar Kalyan-1, dated on 26/09/2012 under document No.7190/2012 and as such is the owner of Flat No.203, B WING On 2<sup>nd</sup> Floor, admeasuring 627 Sq. ft. (58.27 sq. mtrs) Built in the Building Known as SHREE LAXMIKANT Co-Operative Housing Society Limited, SAGAON GAON, Dombivali (East), Taluka Kalyan, Dist

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Thane-421201, (more particular described in the schedule hereinafter referred to as "the said Flat"

AND WHEREAS TRANSFEROR is a member of the "SHREE LAXMIKANT" Co-operative Housing Society Ltd., Kalyan registered under the Maharashtra Co-operative Housing Act, 1960 vide Registration No. TNA/DOM/HSG/(TC)/29982/2017 Dated 17-10-2017, (hereinafter referred to as the said society).

**AND WHEREAS** by virtue of the **TRANSFEROR** being the holder of 10 shares of total value of **Rs.50/-** bearing Nos. from **371 to 380** and Share Certificate No.10 (hereinafter referred to as the said shares).

**AND WHEREAS** the **TRANSFEROR** desires to sell, transfer, assign and convey the Flat along with the said shares of the **TRANSFEROR**.

AND WHEREAS the TRANSFEREES has expressed their desire to purchase, possess and acquire the Flat along with the said shares of the TRANSFEROR.

AND WHEREAS both the parties hereto have arrived at certain terms and conditions which they desire to record in writing.

NOW THIS ARTICLES OF AGREEMENT WITNESSES AND IT MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

he TRANSFEROR hereby declares, records and confirms as under:

a) The CLANSFEROR is the sole and absolute owner of the Said Flat No.203, B WING On 2000 Floor, admeasuring. 627 Sq. ft. (58.27 sq. mtrs) Built Up in the Building Known as "SHREE LAXMIKANT" Co-Operative Housing Society Limited, SAGAON, GAON, Dombivali (East), Taluka Kalyan, Dist Thane-421201,)

The TRANSFEROR has not entered into any agreement for sale, transfer or letting out the said Flat and share with any other person and that he is in exclusive and absolute possession and occupation of the said Flat and shares.

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c) The TRANSFEROR is abided by and complied with all rules, regulations and bye-laws of the said society still subsisting.

d) The said Flat along with the said shares is not affected by any lispendens or insolvency proceedings or any prohibitory orders from Income Tax Department or any other Authority, restraining the TRANSFEROR from dealing with disposing of or parting with possession of the said Flat/shares or any part thereof.

e) The TRANSFEROR have paid their share of Municipal Taxes, Water Charges, Society maintenance charges and all other outgoings in respect of the said Flat up to date and that no part thereof has remained unpaid.

2. The TRANSFEROR further declares that he has obtained the necessary permission from the said society for sale and transfer of the said Flat/shares unto the **TRANSFEREES** herein.

3. In consideration of the aforesaid representations of the TRANSFEROR, the TRANSFEREES herein agree to purchase, possess and acquire the said Flat/ shares of the TRANSFEROR and all his rights, title and interest therein for the lumpsum consideration of Rs.2500000/- (Rupees TWENTY FIVE Lakh Only)

4. In consideration of the aforesaid representations of the TRANSFEROR. The TRANSFEREES herein agree to purchase, possess and acquire the transference of the TRANSFEROR and all their rights, title and interest therein for the transference of the TRANSFEROR in the following manners: -

Rs.520,000/-

Paid before execution of this agreement.

Rs.1980,000/-

Payable on loan within 45 Days From Registrationof this agreement.

Rs.25,00,00,0/-

Total

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5. The TRANSFEROR shall deliver to the TRANSFEREES all receipts, documents, papers, vouchers and certificates relating to the said Flat and last paid up bill in respect of the outgoing and service charges and electricity charges.

6. The Electric Meter Bearing No... and Consumer No... is affixed to the said Flat and the TRANSFEROR has agreed to transfer the said flat along with the said Electric Meter & Connection to the TRANSFEREES and further agrees to sign all the necessary paper for transfer of such electric meter.

7. The TRANSFEROR shall put the TRANSFEREES in vacant and peaceful possession of the said Flat. And the TRANSFEROR shall at all time hereafter at the request of the TRANSFEREES agree to do and execute or cause to be done or executed all such acts, deeds and other assurances in law whatsoever for further and more perfectly vesting and assuring the said Flat/shares unto the TRANSFEREES

8. On and after completion of this agreement and its final payment the **TRANSFEROR** shall have no right, possession, title and /or interest of any nature whatsoever in the said Flat/shares and the **TRANSFEREES** shall be solely and exclusively entitled to use, occupy, possess and enjoy the same without any let, hindrance and/or interference of whatsoever nature by the **TRANSFEROR** or anyone claiming through or under their behalf in anyway whatsoever and the **TRANSFEREES** shall be entitled to deal with the same in such a manner as they may desire and think, fit and

9. The TRANSFEREES shall become member of the said society and shall abide by rules, regulations and bye-law as amended from time to time and shall in the mean time promptly and punctually to pay all taxes, charges and other outgoings in respect of the said Flat.

10: All costs and expenses incidental expenses to this agreement will be borne by the TRANSFEREES

agreement if the same need registration with Sub-Registrar Kalyan

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**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and on the day and the year first herein above stated.

SIGNED AND DELIVERED by the Within named "TRANSFEROR" MR. NISHIT DAMODAR SALIAN presence of the witnesses: 1. Advised KodorM

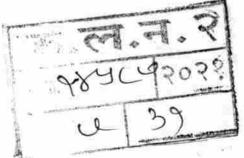


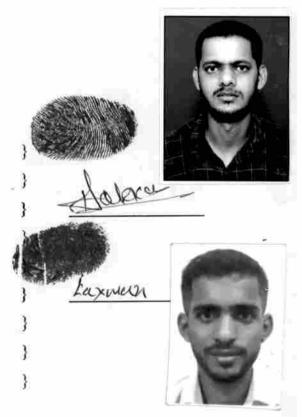


SIGNED AND DELIVERED by the Within named "TRANSFEREES" MR. RAMJI RAGHU SALEKAR

MR. LAXMAN RAGHU SALE KAR in the presence of the witnesses:







12. The TRANSFEROR agrees to co-operate and whenever required sign all papers pertaining to transfer of this Flat.

 The necessary transfer charges/donation to the society will be borne by the TRANSFEREES.

14. This agreement is subject to Maharashtra Ownership of Flat Act 1963.

15. The possession of the Flat will be handed over to the TRANSFEREES after full and final payment.

# FIRST SCHEDULE OF PROPERTY

All that piece and parcel of land bearing Mouje Sagaon, Survey No.20, N Hissa No.1 A, Taluka Kalyan, Dist. Thane and within the Registration Dist. Thane and Sub-Registration Dist. Kalyan.

# SECOND SCHEDULE OF PROPERTY

Flat No.203, B WING On 2<sup>nd</sup> Floor, admeasuring. 627 Strate 527 strates) Built Up in the Building Known as SHREE LAXMIKANT Co-Operative Housing Society Limited, SAGAON, GAON, Dombivali (East) Fahika Kalyan, Ditt Hume-421201,)

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## <u>RECEIPT</u>

Received of and from the within named TRANSFEREES MR. RAMJI RAGHU SALEKAR , a sum of Rs.5,20,000/- (Rupees Five lakh twenty Thousand Only) as an earnest money / part payment for the transfer of the said Flat No.203, B WING On 2<sup>nd</sup> Floor, admeasuring. 627 Sq. ft. (58.27 sq. mtrs) Built up in the Building Known SHREE LAXMIKANT Co-Operative Housing Society Limited, SAGAON, as GAON, Dombivali (East), Taluka Kalyan, Dist Thane-421201,)

I / We Say Received Rs.520,000/-

MR. Nishit Damodar Salian (TRANSFEROR)



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Witness:-

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