

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at MUMBAI, This ____ day of April, 2024, by and BETWEEN (1) **MR. SAROJ AKARAM KADAM (Aadhar No. 8657 4765 6008, & PAN No. AORPK2193K)**, aged about 45 years, & (2) **MRS. SWARA SAROJ KADAM (Aadhar No. 6159 2535 7750, & PAN No. BENPP3562A)**, aged about 38 years, both are Indian, Inhabitants of Mumbai, residing at Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, hereinafter called the '**TRANSFERORS**' (which expression shall unless it be repugnant to the meaning and context thereof, mean and include their heirs, executors, administrators and assigns) of the **ONE PART: AND MR. TAJUDDIN NASARUDDIN SHAIKH (Aadhar No. 7865 9592 9376, & PAN No. FHAPS4602C)**, aged about 45 years, Muslim, Indian Inhabitant of Mumbai, residing at Room No. 9, Chawl A, Deva Nagar, Ratan Nagar, Nearby St. Xavies School, Rajesh Compound, Dahisar East, Mumbai- 400068, hereinafter called the '**TRANSFEEEE**' (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 First Part is the seized and possessed and/or otherwise well and sufficiently entitled to use, occupation, possession and joint owners of Flat premises bearing Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, hereinafter referred the "Said Flat Premises", for the sake of brevity.

WHEREAS the said Flat Premises has been constructed by said builder recently and other flats still under construction and therefore society has not been formed yet by the owner of the flats of said Building.

The **TRANSFERORS** had purchased said Flat Premises from **M/S. VUB LIFESPACE** by an Agreement dated 01/03/2018 registered at Sr. No. PVL-4/2944/2018 dated 07/03/2018 with office of Joint Sub-Registrar, Panvel-4, and since then the **TRANSFERORS** are in exclusive use, occupation and possession of the said Flat premises.

W H E R E A S:

- a) The **TRANSFERORS** are entitled to and in exclusive occupation, possession and enjoyment on ownership basis Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, hereinafter referred to as the "Said Flat Premises" (more particularly described in the Schedule herein written).
- b) The **TRANSFEEE** being desirous of getting transferred and thereto getting possession and occupation of the said Flat Premises having approached the **TRANSFERORS** to take up the transfer of the said Flat Premises held by the **TRANSFERORS** in the said society and as incidental thereto to take up the relinquishment by the **TRANSFERORS** of their right of occupation, possession and enjoyment of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, in favour of the **TRANSFEEE** on ownership basis which the **TRANSFERORS** 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. In pursuance of the recitals mentioned hereinabove, the **TRANSFERORS** doth hereby agree to transfer to the **TRANSFEEE** and **TRANSFEEE** doth agrees to acquire and take up from the **TRANSFERORS** the transfer of the said Flat No. 304, 3rd Floor, Building

No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, together with the said right of shares of the said proposed Society free from all liabilities and encumbrances for a total consideration of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)** payable by the **TRANSFEREE** to the **TRANSFERORS** being the full and final consideration amount of said Flat premises.

2. In consideration of the **TRANSFERORS** having agreed to transfer the Flat No. 304, 3rd Floor, Building No. 01, C-Wing, in favour of the **TRANSFEREE** and their relinquishment and renunciation of the right of occupation, possession and enjoyment of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, by the said **TRANSFERORS** in favour of the **TRANSFEREE** as hereinafter mentioned, provided the **TRANSFEREE** agree to pay the **TRANSFERORS** the consideration of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)** and has agreed to pay the said amount to the **TRANSFERORS** in the following manner:

(a) Rs. 1,00,000/- (Rupees One Lakhs Only) by Cash/Cheque, as part payment of the said Consideration amount.

(b) TDS amount of Rs. 60,000/- (Rupees Sixty Thousands Only) being 1% of Sale Consideration has paid by the **TRANSFEREES** and under take to issue TDS certificate infavours of **TRANSFERORS**.

(c) Rs. 58,40,000/- (Rupees Fifty Eight Lakhs Forty Thousands Only) being pay balance amount of the consideration and payable after obtaining loan from Bank, within _____ months from.

3. The **TRANSFERORS** have been in use, occupation of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, 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 **TRANSFERORS** have good right to sell and transfer the said Flat to the **TRANSFEREE**.

4. That the **TRANSFERORS** doth hereby relinquish, release, renounce, quit and hand over unto the **TRANSFeree** the right of occupation, possession and enjoyment of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, to the intent that the **TRANSFeree** shall be entitled to enter upon and remain in exclusive, occupation, possession and enjoyment of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, on ownership basis, free from encumbrances, claims and demands, if any created by the **TRANSFERORS** and pursuant to the Transfer of Property Act and proposed 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 No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad, immediately on receiving the amount of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)**.

5. The **TRANSFERORS** have represented to the **TRANSFeree** as is basis for this sale that-
 - a) That the said flat was acquired by the **TRANSFERORS** from and out of himself acquired funds and no one has any claim, share, right, title and interest unto the same in any manner whatsoever.

 - b) That the **TRANSFERORS** are in exclusive use, occupation and possession of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq.

Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village-Wavange, Taluka- Panvel, District- Raigad, and no one else is in possession of or entitled to possess the said flat or any part thereof.

- c) That the **TRANSFERORS** are competent and entitled to sell and transfer the said flat to the **TRANSFEEE** as provided here under without having to obtain the Consent or concurrence of any other person or persons except the said Society.
- d) Their right and authority to sell and transfer the said flat are Marketable and free from all encumbrances, claims and reasonable doubt and there is no pending encumbrances or rights of whatsoever subsisting in favour of any third person or person in respect of the said flat and the said shares.
- e) That they have not entered into any Agreement or arrangement of whatsoever nature, with any other person or persons including for sale or let out, covenant, mortgage, lien, hypothecation or any other basis in respect of the said flat and they are competent and entitled to give the quiet, vacant and peaceful possession of the said flat to the **TRANSFEEE** on completion of the sale pursuant hereto without having to obtain the consent or concurrence of any other person or persons save and except the society.
- f) As on date and time there is no litigation or such other proceedings whatsoever pending in any Court or Forum or before any authority in respect of concerning the said flat and/or the said shares and/or its right, title and interest thereto or therein.
- g) No Income Tax Notice or other public Authorities have issued any Order restraining the sale of the said flat and there is no attachment or other prohibitory orders issued by any component Court or Authority preventing or restraining it from dealing with, disposing off or sale of the said flat or any part thereof as contemplated hereinabove.

- h) That they have neither sold the said flat in respect of the said flat nor the said shares or the flat is kept as security for payment of any money or for the purposes of any obligations other than what is disclosed herein above, and as on date of execution hereto the said flat and the said shares are totally free from all encumbrances.
 - i) There is no dispute with the said flat in any manner concerning the holding of the said flat or the payment of its dues to the society and/or any concerned persons with anyone.
 - j) That the **TRANSFERORS** has paid all the dues of the Builder/ Society or for the period up to the date of execution hereof and nothing is due and payable and/or is still outstanding and unpaid for the period of the date of completion of the sale and the **TRANSFERORS** shall deem to have liable and responsible for the same till date of execution hereof.
 - k) As aforesaid the **TRANSFERORS** are aware that there are no circumstances or obligations, preventing them from transfer, sale and assigning the said flat and its share and the said flat is free for transfer and the **TRANSFEEE** can acquire the same from the **TRANSFERORS**.
6. The **TRANSFERORS** are aware that the **TRANSFEEE** has agreed to enter into this Agreement and pay monies becoming due hereunder relying upon the correctness of the statements herein contained. The **TRANSFERORS** repeats and confirms the same and none of the representations are false or incorrect.
7. Forthwith upon the payment of the aforesaid entire consideration as mentioned hereinabove, the **TRANSFERORS** transfer their right, title, interest and claim of the said flat and the said shares in favour of the **TRANSFEEE** and the **TRANSFEEE** shall have full right and absolute authority to enter into any act or any affairs of dealing in respect of the said flat and the **TRANSFERORS** also hereby further assure unto the **TRANSFEEE** that they have full right and absolute authority to enter into this Agreement and they have not done, performed or caused to be

performed any act, Deeds, matter or things of whatsoever nature by which they may be prevented from entering into this Agreement and/or transferring the said flat and the said shares which are being transferred incidental to the said **TRANSFEEE** or whereby the **TRANSFEEE** upon completion of sale would be obstructed, prevented or surrendered in enjoying the rights to be confirmed or transferred in its favour or whereby the quite, vacant and peaceful possession and enjoyment thereof by the **TRANSFERORS** to the **TRANSFEEE** under these present shall be obstructed on the basis of this Agreement and the **TRANSFERORS** hereby agree to indemnify the **TRANSFEEE** and shall always keep it indemnified against any actions, demands, claims etc. that may be suffered by the **TRANSFEEE** on any action by later relying on the assurance acting in furtherance thereof.

8. The **TRANSFERORS** hereby covenant with the **TRANSFEEE** that they shall transfer right, title, claim and interest in respect of the said flat and the said shares in favour of the **TRANSFEEE** and the **TRANSFEEE** shall have full right, title and absolute authority to enter into any act, deed and/or powers to deal in respect of the said flat and the **TRANSFERORS** also hereby further assure UNTO the **TRANSFEEE** that the **TRANSFEEE** has full and absolute authority to enter into this deal and that the **TRANSFERORS** have not done any act, deed, matter or thing of whatsoever nature by which they may be prevented from entering into this Agreement and/or transferring the said flat and/or the said shares which is being transferred incidental to the said **TRANSFERORS** or whereby the **TRANSFEEE** upon the completion of the sale would be obstructed, prevented or surrendered in its favour or whereby the quite, vacant, peaceful possession and enjoyment thereof by the **TRANSFEEE** under these present shall be obstructed on the basis of this Agreement and the **TRANSFERORS** hereby indemnify and keep indemnified the **TRANSFEEE** from time to time and at all times against any action, demand, claim etc. that may be suffered by the **TRANSFEEE** by relying on the assurances given in furtherance thereof.
9. The **TRANSFERORS** hereby covenants with the **TRANSFEEE** that all the amounts standing in the name of the **TRANSFERORS's** credit on its

account in the Book of Accounts of the society towards the deposit stocks, sinking funds and/or any other amount which the **TRANSFERORS** are legitimately entitled in respect of the same shall be transferred to the same of the **TRANSFEEE**.

10. It is specifically agreed that till 30th April, 2024 of the said flat by the **TRANSFERORS** to the **TRANSFEEE** all the expenses towards the maintenance charges, taxes etc. shall be paid and borne by the **TRANSFERORS** and from the date of receipt of the possession of the said flat the same shall be payable by the **TRANSFEEE**, the party hereto of the Second part and the **TRANSFERORS** hereby indemnify and keep indemnified the **TRANSFEEE** for payment of any taxes, maintenance and/or such other outgoing in respect of the said flat till 30th April, 2024, of the said flat to the **TRANSFEEE**.
11. The **TRANSFERORS** shall sign, affirm, execute all deeds, documents writings, affidavits, undertakings, forms, applications etc. as may be necessary and reasonably required by the **TRANSFEEE** from time to time for the purpose of transferring the said flat and said shares in favour of the **TRANSFEEE**.
12. The **TRANSFERORS** hereby agree and undertake to indemnify and keep indemnified the **TRANSFEEE** 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 No. 304, 3rd Floor, Building No. 01, C-Wing.
13. That the **TRANSFERORS** hereby agree and declare that the **TRANSFEEE** shall be entitled to have and to hold the possession, occupation and use of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, including electric and other fittings therein and attached thereto and the **TRANSFEEE** shall hold the said Flat and then use and benefit forever without any claim, right, interest, demand or lien of the **TRANSFERORS** or any other person.

14. The **TRANSFERORS** declare that prior to the execution of these presents they have 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 **TRANSFEEE**.
15. That the **TRANSFEEE** 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 No. 304, 3rd Floor, Building No. 01, C-Wing, 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 No. 304, 3rd Floor, Building No. 01, C-Wing.
16. The Stamp Duty for the present agreement payable shall be borne by the **TRANSFEEE** and nothing shall be paid by the **TRANSFERORS**. The **TRANSFEEE** also liable to pay the Society Transfer charges and nothing shall be paid by the **TRANSFERORS**.
17. 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 Flat Premises bearing Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Pangel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Pangel, District- Raigad.

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

SIGNED, SEALED AND DELIVERED)
By the within named party of the)
FIRST PART “TRANSFERORS”)

(1) MR. SAROJ AKARAM KADAM)

(2) MRS. SWARA SAROJ KADAM)
in the presence of..)

1.

2.

SIGNED, SEALED AND DELIVERED)
By the within named party of the)
Second Part **“TRANSFEEE”**)

MR. TAJUDDIN NASARUDDIN SHAIKH)
In the presence of..)

1.

2.

R E C E I P T

We, (1) MR. SAROJ AKARAM KADAM, & (2) MRS. SWARA SAROJ KADAM, RECEIVED of and from the within named **MR. TAJUDDIN NASARUDDIN SHAIKH**, the sum of Rs. 1,00,000/- (Rupees One Lakhs Only) by Transfer/RTGS towards part payment of the consideration of the said Flat No. 304, 3rd Floor, Building No. 01, C-Wing, Vatsal Paradise, Village- Wavange, Taluka- Panvel, District- Raigad, admeasuring area 36.01 Sq. Meter Carpet Area, equivalent to 44.60 Sq. Meters Built-up Area, bearing Survey No. 1, Hissa No. 1 of Village- Wavange, Taluka- Panvel, District- Raigad as under:-.

Sr. No.	Cheque No./ Cash	Amount	Date	Bank Name
1.		Rs. 1,00,000/-		
2.				
3.				
4.	TDS 1%@	Rs. 60,000/-		
	Total	Rs. 1,60,000/-		

We SAY RECEIVED Rs. 1,60,000/-

MR. SAROJ AKARAM KADAM

MRS. SWARA SAROJ KADAM

“TRANSFERORS”

WITNESSES:

1.

2.