

## **AGREEMENT FOR SALE**

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

### **BETWEEN**

**MR. PRAKASH BIRDICHAND KUCHERIA**, age 76 years, Pan No. ACPPK7393F, **AND MRS. KANCHAN PRAKASH KUCHERIA**, age 73 years, Pan No. AFIPK3634B, Both Indian Inhabitants, residing at Flat No. 34, 3rd Floor, Building No. 17, Himgiri Oswal Park, Pokharan Road No. 2, Thane (w) 400601; 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**

**MRS. MAYURI JAIN**, age 32 years, Pan No. AOBPJ8458E, having address at B3/103, Vikas Complex, Castle Mill Circle, Thane (W) 400601 **and MR. ALABHYA JALOREE**, age 32 years, Pan No. AUBPJ0359A, residing at Flat No. 403, 4th Floor, Rounak Arch, Racecourse Road, Indore, Madhya Pradesh 452003 hereinafter called "**THE TRANSFEREES**"(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 Other Part;

**Whereas:**

- (A) With respect to ALL THAT PREMISES bearing **Flat No. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" standing on the plot of land bearing **Survey No. 54, Hissa No. 2(Pt), Survey No. 34, Hissa No. 1, Survey No. 34, Hissa No. 2, Survey No. 35, Survey No. 53, Plot No. 34 of Village – Panchpakhadi**, being and situated at **Pokharan Road No. 2, 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**").
- (B) **WHEREAS** the said **Flat No. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" was purchased by **MR. PRAKASH BIRDICHAND KUCHERIA AND MRS. KANCHAN PRAKASH KUCHERIA** from **M/S. OSWAL AND ASSOCIATES** vide Agreement For Sale dated 23.02.1988 and registered the same with Joint Sub Registrar having Document No. TNN1-Chapil-1525-1988, and with appropriate stamp duty and registration fees paid and they have acquired all rights, title and interest in **Flat No. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" standing on the plot of land bearing **Survey No. 54, Hissa No. 2(Pt), Survey No. 34, Hissa No. 1, Survey No. 34, Hissa No. 2, Survey No. 35, Survey No. 53, Plot No. 34 of Village – Panchpakhadi**, being and situated at **Pokharan Road No. 2, Thane (W) 400601** and Registration District and Sub-District of Thane.

- (C) The **TRANSFERORS** have represented that society is registered under the provisions of the Maharashtra Co-operative Societies Act., vide Registration No. **TNA/(TNA)/HSG/(TC)/7662/95-96, Date 20.07.1995** the **TRANSFERORS** are the absolute, legal and beneficial owner of 5 fully paid-up Shares of the said Society each having a face value of Rs.50/- (RUPEES FIFTY ONLY) and bearing Distinctive Nos. **66 to 70** (both inclusive) represented by original Share Certificate **No. 14** (hereinafter referred to as "**the said Shares**"), and by virtue thereof as the bonafide and beneficial owner of the said Shares, and incidental to the **TRANSFERORS** membership/ shareholding of the said Shares of the said Society, 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.
- (D) The **TRANSFERORS** have further represented to the **TRANSFEREES** 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 **TRANSFEREES** on ownership basis and are entitled to enter into this Agreement.
- (E) AND WHEREAS on coming to know the intention of the **TRANSFERORS** regarding sale of the said Premises, the **TRANSFEREES** approached the **TRANSFERORS** and negotiated for sale and transfer of the said Premises in the said Society in their favor.
- (F) The **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREES** the said Flat for a total consideration of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)**.

(G) Pursuant to the negotiations between the **TRANSFERORS** and the **TRANSFEREES**, the **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREES** and the **TRANSFEREES** 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 **TRANSFEREES**) 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.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)** agreed to be paid to the **TRANSFERORS** by the **TRANSFEREES**; the **TRANSFERORS** hereby sell, assign, convey and transfer unto the **TRANSFEREES**, and the **TRANSFEREES** both hereby purchase and acquire from the **TRANSFERORS** the absolute, legal and exclusive right to hold, possess, use, occupy and enjoy residential **Flat No. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" standing on the plot of land bearing **Survey No. 54, Hissa No. 2(Pt), Survey No. 34, Hissa No. 1, Survey No. 34, Hissa No. 2, Survey No. 35, Survey No. 53, Plot No. 34 of Village – Panchpakhadi**, being and situated at **Pokharan Road No. 2, 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.1,20,00,000/- (Rupees One Crore Twenty 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 **TRANSFEREES**.
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 **TRANSFEREES** 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 **TRANSFEREES** as follows:
  - a) That the **TRANSFERORS** are the absolute, legal and beneficial owners of the said Flat;

- b) That the **TRANSFERORS** are in exclusive use, occupation, possession, ownership and enjoyment of the said Flat and every part thereof;
- c) There is no encroachment, trespasser or tenants or occupants or licensee or any third party rights on the said Flat or any part thereof;
- d) The **TRANSFERORS** have full right and absolute authority to transfer/sell the said Flat to the **TRANSFEREES** 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 **TRANSFEREES**.
- e) The **TRANSFERORS** have not entered into any agreement for sale or transferred the said Flat to any other person or persons;
- f) 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.
- g) 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 .
- h) 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.
- i) 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 **TRANSFEREES** with respect to the same in future.

- j) The said Flat is not subject to any Lis Pendens or attachment either before or after judgment or any other impediment or like nature;
  - k) 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;
  - l) 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;
  - m) 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;
6. Upon receipt of the balance consideration to the **TRANSFERORS** from the **TRANSFEREES**, the **TRANSFERORS** shall immediately deliver to the **TRANSFEREES** the full and complete, legal and absolute, peaceful and vacant possession of the said Flat with the right to the **TRANSFEREES** 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;

7. 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.
- 8) The **TRANSFERORS** agree and undertake that they shall hereafter, at the request of the **TRANSFEREES** sign and execute all such further and other deeds, documents, instruments and writings as may hereafter be required by the **TRANSFEREES** for the purpose of transferring to and vesting in the **TRANSFEREES** 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.
- 9) (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.
- 10) The **TRANSFEREES** have agreed to pay to the **TRANSFERORS** a total consideration (full and final) of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)** as mention below :-



- a. **Rs.50,000/- (Rupees Fifty Thousand Only)** paid by NEFT having Ref no. N131243033408351 dated 10.05.2024 drawn from HDFC Bank, as token payment amount.
- b. **Rs.50,000/- (Rupees Fifty Thousand Only)** paid by NEFT having Ref no. N131243033869090 dated 10.05.2024 drawn from HDFC Bank, as token payment amount.
- c. **Rs.67,80,000/- (Rupees Sixty Seven Lakhs Eighty Thousand Only)** paid by Online Transfer having Transfer no. \_\_\_\_\_ dated \_\_\_\_\_ drawn from \_\_\_\_\_, as part payment amount.
- d. The **TRANSFERORS** and the **TRANSFEREES** hereby agree that **Rs.1,20,000/- (Rupees One Lakh Twenty 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 **TRANSFEREES** against the PAN of the **TRANSFERORS**.
- e. Balance payment of **Rs.50,00,000/- (Rupees Fifty Lakhs only)** shall be paid within **45 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.
- f. If the balance payment is not made within the stipulated 45 working days, the Agreement shall be deemed null and void, and neither party shall have any further obligations under this Agreement.

11. 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 **TRANSFEREES** or their bank required for housing loan facility and comply the requirements of the

bank for effecting the disbursement of the balance consideration of **Rs.50,00,000/- (Rupees Fifty Lakhs only)**.

12. The **TRANSFEREES** 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.
13. On receipt of full and final amount the **TRANSFERORS** shall handover quiet, vacant and peaceful possession of the said Flat to the **TRANSFEREES** along with all set of keys. The **TRANSFERORS** undertakes to render their full support and co-operation to the **TRANSFEREES** for legal, perfect and absolute transfer and peaceful possession of the said Flat to the **TRANSFEREES** and shall not take any additional consideration/charges.
14. The **TRANSFEREES** are 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.
15. The **TRANSFERORS** hereby state, declare and confirm that the **TRANSFEREES** shall be entitled to get transferred the Electricity, Property Tax, installed in the said premises to their name and the **TRANSFERORS** shall, if required give their fullest co-operation in that regard.
16. 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 their record.

17. The **TRANSFERORS** shall obtain the necessary no objection certificate from "**OSWAL HIMGIRI Co-operative Housing Society Ltd**", to effectuate the legal perfect transfer of the said premises in respect of the said premises in favour of the **TRANSFEREES** herein.
18. 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 **TRANSFEREES**.
19. 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. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" standing on the plot of land bearing **Survey No. 54, Hissa No. 2(Pt), Survey No. 34, Hissa No. 1, Survey No. 34, Hissa No. 2, Survey No. 35, Survey No. 53, Plot No. 34 of Village – Panchpakhadi,** being and situated at **Pokharan Road No. 2, 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. PRAKASH BIRDICHAND KUCHERIA** )

**MRS. KANCHAN PRAKASH KUCHERIA** )

in the presence of. .... )

1.

2.

SIGNED AND DELIVERED by the )  
withinnamed "**THE TRANSFEREES**" )

**MRS. MAYURI JAIN** )

**MR. ALABHYA JALOREE** )

in the presence of..... )

1.

2.

**:: RECEIPT::**

**RECEIVED** of and from **MRS. MAYURI JAIN** and **MR. ALABHYA JALOREE** a sum of **Rs.68,80,000/- (Rupees Sixty Eight Lakhs Eighty Thousand Only)** as the **token and part payment** against the said **Flat No. 34** admeasuring **675 sq. ft. Carpet area on 3rd Floor in Building No. 17** in society known as "**OSWAL HIMGIRI Co-operative Housing Society Ltd**" standing on the plot of land bearing **Survey No. 54, Hissa No. 2(Pt), Survey No. 34, Hissa No. 1, Survey No. 34, Hissa No. 2, Survey No. 35, Survey No. 53, Plot No. 34 of Village – Panchpakhadi**, being and situated at **Pokharan Road No. 2, Thane (W) 400601** in the following manner:

- a. **Rs.50,000/- (Rupees Fifty Thousand Only)** paid by NEFT having Ref no. N131243033408351 dated 10.05.2024 drawn from HDFC Bank, as token payment amount.
- b. **Rs.50,000/- (Rupees Fifty Thousand Only)** paid by NEFT having Ref no. N131243033869090 dated 10.05.2024 drawn from HDFC Bank, as token payment amount.
- c. **Rs.67,80,000/- (Rupees Sixty Seven Lakhs Eighty Thousand Only)** paid by Online Transfer having Transfer no. \_\_\_\_\_ dated \_\_\_\_\_ drawn from \_\_\_\_\_, as part payment amount.

**Rs. 68,80,000/-**  
**WE SAY RECEIVED**

**MR. PRAKASH BIRDICHAND KUCHERIA**

**MRS. KANCHAN PRAKASH KUCHERIA**  
**"TRANSFERORS"**

In the presence of :

- 1.
- 2.

