

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ____ day of **July, 2024**.

BETWEEN

MR. Louis Norbert Rodrigues age 64 years, **PAN : AZQPR4102F** and **MRS. Maria Joaquina Rodrigues**, age 64 years, **PAN : AZPPR0101B**, Indian Inhabitants, having address at H No. 1293(1), Near The Church, Anjuna, North Goa, Goa - 403509, hereinafter referred to as “**THE TRANSFEROR**” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) **MR. NEERAJ RAKESH SHUKLA**, age 29 years, **PAN: GKPPS9373K**, and 2) **MRS. BHARATI UMESHCHANDRA MISHRA**, age 29 years, **PAN: CNMPM9949R**, all Indian Inhabitants, having address at 403/4, Amarjyoti Apartment, Opp. Lokmanya Nagar Bus Depo, Lokmanya Nagar Pada No. 3, Dawle Nagar, Thane West 400606, hereinafter called “**THE TRANSFEREES**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of the Registered **Agreement for Sale** dated **21st day of April, 2014**, (Registered with the Sub-Registrar of Thane5 at Doc. No. **4037/2014** dated **21/04/2014**) executed between **M/S. UNNATHI ASSOCIATES, Proprietor SHRI SHYAMAL V. MODI**, hereinafter referred to as the “**THE OWNER/DEVELOPER**” through his

constituted Attorney **Shri SHYAMAL V. MODI** of the **One Part** and **MR. Louis Norbert Rodrigues and MRS. Maria Joaquina Rodrigues**, herein referred to as the **“THE PURCHASER/S”** of the **Other Part** purchased and acquired all rights, title and interest in **Flat No. 506**, on **5th Floor**, in the **Wing No. H-1**, (with attached W.C/bath) admeasuring **46.61 Sq. Mtrs. i.e 430 Sq. Ft Carpet** area (inclusive of the area of balcony), Project Known as **“RAUNAK HEIGHTS”** Society Known as **“UNNATHI ASSOCIATES.”**, bearing **Old Survey No. 111/8A,8B, 115/5B**, and **New Survey No. 67/8A,8B, 66/5B**, **Village - Owale**, lying, being and situated at Ghodbunder Road, Near Hawre city, Owale, Thane West - 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the **“SAID PREMISES”**

AND WHEREAS the TRANSFEROR here in has made the entire payment of consideration to the said **M/S. UNNATHI ASSOCIATES, Proprietor SHRI SHYAMAL V MODI**, of such being on and thereupon, the TRANSFEROR has been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

AND WHEREAS the TRANSFERORS are the bonafide members of the **“UNNATHI ASSOCIATES.”**, a society registered under **Registration No. TNA/(TNA)/ HSG/(TC)/ 4037/2014**, and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity's sake is referred to as **“The Said Society”** and being the members of the said society

AND WHEREAS the TRANSFEROR out of his own interest has decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the TRANSFEREES being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFEROR whereupon the TRANSFEROR represented to the TRANSFEREES that :

- A) TRANSFEROR is the absolute and lawful owner of the said premises and is the bonafide member of the said society and no other person/s has right, title or interest in the said premises and he is sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any easements or attachments either before or after judgment. The TRANSFEROR has not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- D) The TRANSFEROR has not mortgaged the said premises with any institutions and the said premises is free from all encumbrances, charges, lien, etc.
- E) The TRANSFEROR has paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFEROR has not received any notice from any statutory body or authorities

asking for the payment of any nature whatsoever of the said premises.

- F) The TRANSFEROR in the past has not entered into any agreement either in the form of sale, exchange, assignment or other way whatsoever and has not created any other rights of the like nature in the said premises and has not dealt with or dispose of the said premises in any manner whatsoever.
- G) Neither the TRANSFEROR nor any of his predecessors in title has received any notice either from the Municipal Corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.
- H) The TRANSFEROR has good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there is not outstanding estates or effects by way of lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFEROR and/or against the said premises or any part thereof.
- I) The TRANSFEROR is not restricted under any statutory laws from disposing of the said premises or any part thereof in the manner stated in this agreement.
- A) The TRANSFEROR has not done any act, deed, matter or thing whereby he is prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREES and the TRANSFEROR has all the right, title and interest to enter into this agreement with the TRANSFEREES on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREES offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society, at and for **Total Consideration of Rs. 45,00,000/- (Rupees Fourty Five Lakhs Only)**.

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same has been ultimately accepted by the TRANSFEROR and the parties hereto has decided to introduce the terms and conditions of the said agreement into writing, as follows :

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIE HERETO AS UNDER :-

1. The TRANSFEROR hereby agree to sell, assign and transfer and the TRANSFEREES hereby agree to purchase and acquire the right, title and interest in and upon the said premises being **Flat No. 506**, on **5th Floor**, in the **Wing No. H**, (with attached W.C/bath) admeasuring **46.61 Sq. Mtrs. Carpet** area (inclusive of the area of balcony), Project Known as **“RAUNAK HEIGHTS”** Society Known as **“UNNATHI ASSOCIATES”**, bearing **Old Survey No. 111/8A,8B, 115/5B**, and **New Survey No. 67/8A,8B, 66/5B**, **Village - Owale**, lying, being and situated at Ghodbunder Road, Near Hawre city, Owale, Thane West - 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for **Total Consideration of Rs. 45,00,000/- (Rupees**

Fourty Five Lakhs Only) along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the SCHEDULE hereunder written.

2. The TRANSFEREES have agreed to pay to TRANSFEROR **Total Consideration of Rs. 45,00,000/- (Rupees Fourty Five Lakhs Only)** in the following manner :-
 - a. **Rs. 50,000/- (Rupees Fifty Thousand Only)** paid by **IMPS-Reference No. IMPS00257253535** Dated **18/06/2024** From **State Bank of India** as Token Money before execution of this Agreement.
 - b. **Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)** paid by _____ Dated _____ from _____ as the Part Payment.
 - c. **Balance Amount of Consideration of Rs. 40,00,000/- (Rupees Forty Lakhs Only)** shall be arranged by obtaining loan from any bank or any Financial Institution directly transfer in the name of TRANSFEROR by **D.D.** No. _____ From SBI Bank as **Full and Final Payment** after registration of this Agreement and within **07 days** from handing over Mortgage NOC from Society for loan purpose to TRANSFEREES.
3. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFEROR shall put the TRANSFEREES in actual, physical, legal, vacant and peaceful

immediate possession of the said premises, to the TRANSFEREES, free from all the encumbrances charges, equity, etc.

4. The TRANSFEROR, after realization of receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through himself or through his predecessors in title. The TRANSFEREES hereafter shall do all the needful in respect of the said premises to secure his title to the said premises.
5. **The transfer fees of the society shall be borne by the TRANSFEROR and the TRANSFEREES in equal proportions.** The TRANSFEROR shall also hand over his previous original Agreement, Original Allotted Podium car parking Letter, Original Share Certificate, Latest Property Tax paid receipt, Latest Mahanagar Gas paid receipt, Latest maintenance charges paid receipt, Latest electricity bill paid receipt up to date at the time of handing over possession to the TRANSFEREES.
6. The TRANSFEREES hereby agree that, on becoming the member of the said society, the TRANSFEREES shall abide by all the bye - laws, rules and regulations adopted by the society.
7. The TRANSFEROR hereby state, declare and confirm that, the TRANSFEREES shall be entitled to get transferred the Electricity Meter installed in the said premises to his name and if required, the TRANSFEROR shall give his fullest co-operation in that regard.
8. The TRANSFEREES, after taking possession of the said premises, shall be entitled to hold on the occupation and use of the said

premises as the same is fit for occupation and the TRANSFEREES can hold the same for unto and to the use and benefit for himself, his heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFEROR or any person on his behalf or who may claim himself his or in trust for him, subject only on the part of the TRANSFEREES to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.

9. The TRANSFEROR hereby declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be cleared off by him i.e. all the liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance and other charges, etc. upto date of possession will be cleared by TRANSFEROR.
10. The TRANSFEROR further declare that, he has full right and absolute authority to enter into this agreement and that he not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said premises is encumbered in any way or he may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby favour whereby the quiet and peaceful possession or enjoyment of the TRANSFEREES in respect of the said premises may be disturbed.
11. The TRANSFEROR shall obtain the necessary **No Objection Certificate (NOC)** from the “UNNATHI ASSOCIATES.”, to

effectuate the legal perfect transfer of the said premises and TRANSFEROR has confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the TRANSFEREES herein.

12. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares and benefits annexed to the said premises and various deposits paid by the TRANSFEROR to the said society.
13. The TRANSFEROR hereby agree, assure and declare that he is no suit or litigation pending in any court of law in respect of the said premises.
14. The TRANSFEREES are bound to get the said premises legally transferred in his own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFEROR hereby undertakes to render his fullest co-operation to the TRANSFEREES for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREES and further undertakes not to charges any extra consideration and / or charges etc. for the same.
15. The TRANSFEROR hereby agree to sign all necessary, papers, documents, society transfer paper, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the TRANSFEREES.

16. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREES ALONE.
17. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing **Flat No. 506**, on **5th Floor**, in the **Wing No. H**, (with attached W.C/bath) admeasuring **46.61 Sq. Mtrs. Carpet** area (inclusive of the area of balcony), Project Known as **“RAUNAK HEIGHTS”** Society Known as **“UNNATHI ASSOCIATES”**, bearing **Old Survey No. 111/8A,8B, 115/5B**, and **New Survey No. 67/8A,8B, 66/5B**, **Village - Owale**, lying, being and situated at Ghodbunder Road, Near Hawre city, Owale, Thane West - 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands on the day and year written hereinabove.

SIGNED SEALED AND DELIVERED
by the withinnamed “**TRANSFEROR**”

MR. LOUIS NORBERT RODRIGUES
MRS. MARIA JOAQUINA RODRIGUES
in presence of

1)

2)

SIGNED SEALED AND DELIVERED
by the withinnamed “**TRANSFEREES**”

1) MR. NEERAJ RAKESH SHUKLA

2) MRS. BHARATI UMESHCHANDRA MISHRA

in the presence of

1)

2)

:: RECEIPT ::

RECEIVED of and from **MR. NEERAJ RAKESH SHUKLA, MRS. BHARATI UMESHCHANDRA MISHRA (TRANSFEREES)**, a sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** being **Earnest Money / Part Payment** against the sale of **Flat No. 506, on 5th Floor, in the Wing No. H, (with attached W.C/bath) admeasuring 46.61 Sq. Mtrs. Carpet area (inclusive of the area of balcony), Project Known as "RAUNAK HEIGHTS" Society Known as "UNNATHI ASSOCIATES", bearing Old Survey No. 111/8A,8B, 115/5B, and New Survey No. 67/8A,8B, 66/5B, Village - Owale, lying, being and situated at Ghodbunder Road, Near Hawre city, Owale, Thane West - 400615, in the following manner :**

Sr. No.	Rupees	NEFT/RTGS/ Cheque No.	Dated	Bank
1)	Rs.50,000/-	IMPS00257253535	18/06/2024	State Bank of India
2)	Rs. 4,50,000/-			

**Rs. 5,00,000/-
I SAY RECEIVED**

**MR. LOUIS NORBERT RODRIGUES
MRS. MARIA JOAQUINA RODRIGUES
"TRANSFEROR"**

WITNESSES :-

1)

2)