

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane this
____ day of _____ 2024,

BETWEEN

1) KAMAL SHARMA

2) CHINTAN SHARMA

both adults, Indian inhabitants of Thane having their address as **Flat No. 302, 3rd Floor, E-Wing, Bldg No. 2, Shivam, Shivam Co-op. Hsg. Soc. Ltd., Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane - 401 107** hereinafter called the "**T R A N S F E R O R S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the O N E P A R T

AND

MR. SUNIL JAYARAM SHETTY

an adult, Indian inhabitant of Thane having his address as **G-4, B-Wing, Khandobha CHS Ltd., Govindrao Patil Marg Kashi Nagar, Vimal Dairy Lane, Bhayander East, Thane : 401 105** hereinafter called the "**T R A N S F E R E E**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the O T H E R P A R T.

W H E R E A S

By and under an Agreement for sale Dated **26th Day of October 2010** entered between **M/S. SHREE SAIRAJ ASSOCIATES**, a partnership firm registered under the provisions of Indian Partnership Act, 1932 having office at **Flat No. 501/A, Shivam II, Raheja Complex, Malad (West), Mumbai : 97** referred as the 'THE BUILDERS' therein, and **MRS. ANITA A. MODI** hereinafter referred as the **1st Purchaser** therein, and the said **M/S. SAIRAJ CONSTRUCTION**, agreed to sell to the **1st Purchaser** and the **1st Purchaser** agreed to purchase from them a Flat being a **Flat No. 302, on 3rd Floor, E-Wing, Bldg No. 2 admeasuring 31.64 sq. mtrs. Carpet Area of Building known as Shivam, Society Known as Shivam Co-op. Hsg. Soc. Ltd., situated at Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane – 401 107**, at the price and on the terms and condition mentioned therein on the land more particularly described in the schedule written hereunder.

A N D

The said Original Agreement for Sale dated **26th Day of October 2010** is duly registered at the office of the Sub-Registration of Assurance at Thane, under No. **TNN4-09949-2010 Dated 27/10/2010**.

AND WHEREAS

By and under an Agreement for Sale dated **31st day of January 2017** entered between **1st Purchaser** and **1) KAMAL SHARMA & 2) CHINTAN SHARMA** hereinafter referred as the **Transferors** and the **Transferors** have purchased and acquired all rights, title and interest together with permanent and absolute right of use and occupation of the said flat for the consideration set out therein.

A N D

The said Original Agreement for Sale dated **31st day of January 2017** is duly registered at the office of the Sub-Registration of Assurance at Thane under No. **TNN10-670-2017** dated **31/01/2017**.

A N D

The said **Transferors** admitted and confirmed that no amount is due and payable to **1st Purchaser** herein in respect of the said Flat and the Transferors herein has all rights, title and interest and taken actual possession of the said Flat.

A N D

The Transferors have agreed to sell to the Transferee and the Transferee have agreed to purchase from Transferors the said Flat being **Flat No. 302, on 3rd Floor, E-Wing, Bldg No. 2 admeasuring 31.64 sq. mtrs. Carpet Area of Building known as Shivam, Society Known as Shivam Co-op. Hsg. Soc. Ltd., situated at Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane – 401 107**, with fixtures, fittings and amenities provided therein by the Builders for the agreed consideration of **Rs.54,25,000/- (Rupees Fifty Four Lakhs Twenty Five Thousand Only)** and the parties hereto are desirous of executing this Agreement for Sale in respect thereof.

A N D

The Transferors is the member of the **Shivam Co-op. Hsg. Soc. Ltd.** a registered society of the premises in the building referred to hereinabove and registered under the provision of Maharashtra Co-operative Societies Act 1961 under No. **TNA/(TNA)/HSG/(TC)/25127 dated 29/04/2013** with its registered office in the same building and WHEREAS the Transferors is registered share holder of Five fully paid up shares of Rs.50/- each and the total value of Rs.250/- vide Share Certificate No. **94** bearing distinctive Nos. **466 to 470** (both inclusive) of the said society standing in his name and whereas the Transferors / share holder have full right title and interest and ownership and possession of the said Flat in the said society's building situated at Mira Road (East), Thane – 401 107.

A N D

The Transferee are desirous of acquiring the said shares and rights, interest, title of the said Flat with all deposits and contributions made by the Transferors with various local authorities including Adani Electricity / Tata Power for the beneficial enjoyment and occupation of the said Flat.

A N D

The Transferors have agreed to transfer the said shares and rights, interest, title of the said Flat and handover vacant possession of the said Flat to the Transferee on as is and where is basis at and for the total consideration of **Rs.54,25,000/- (Rupees Fifty Four Lakhs Twenty Five Thousand Only)** together with all deposits and contribution made by the Transferors either through the said Promoters or the said society with various local authorities for the beneficial enjoyment and occupation of the said Flat.

A N D

The Transferee have agreed to purchase the said shares and rights, interest, title of the said Flat with all deposits and contributions made by the Transferors and all benefits thereof at and for the total consideration as aforesaid and to get the membership and the said shares transferred in their name with permanent rights, interest, title of use and occupation of the said Flat.

◆ NOW THIS AGREEMENT WITNESSETH AS UNDER ◆

- 1) The Transferors shall sell, assign and transfer to the Transferee all the said shares and rights, interest, title of the said Flat on as is and where is basis with all deposits and benefits thereof at and for the total consideration of **Rs.54,25,000/- (Rupees Fifty Four Lakhs Twenty Five Thousand Only)** and the Transferee shall pay to the Transferors entire amount of agreed consideration of **Rs.54,25,000/- (Rupees Fifty Four Lakhs Twenty Five Thousand Only)** in following manners :

Rs. _____/- The Transferee paid to the Transferors on _____ hereof as a part payment of agreed consideration.

Rs. _____/- The Transferee paid to the Transferors on _____ hereof as a part payment of agreed consideration.

Rs.54,250/- The Transferee will deduct a sum equivalent to 1% of the agreed consideration amount as statutory deduction u/s 194IA of Income Tax Act, 1961 and Rules made their under and shall forthwith handover the Form 26QB to the Transferors to that effect. This Form 26QB will be treated as an integral part of payment of agreed consideration.

Rs. _____/- The Transferee will pay to the Transferors on/or before _____ from registration hereof as a full and final payment of agreed consideration from their own contribution or by availing Housing Loan from any Bank or any Financial Institution.

The Transferors do hereby admit and acknowledge to have received the said sum of **Rs. _____/- (Rupees _____ Only)** being part payment and the Transferors shall acquit release and discharge every part of the scheduled premises thereof to the Transferee forever only after receipt of balance payment as mentioned herein above.

- 2) This Agreement shall always be subject to the provision of the The Maharashtra Ownership Flats Act, 1963 (MAH XLV. OF 1963), and also the Maharashtra Co-operative Societies Act (MCS Act) 1960, and the rules made there under.
- 3) The time for payment of agreed consideration amount being the essence of this Agreement and the Transferee shall be responsible to pay full and final consideration amount to the Transferors within agreed time period.
- 4) The Transferors declares that all amounts in relation to the said shares and the said Flat are fully paid up and no dues of any nature whatsoever in respect thereof are payable to the said Builders or the said society. The Transferors also agrees to pay all dues if any to the said society or any other authorities for the period till giving possession of the said Flat is handedover to the Transferee and thereafter Transferors will not be liable for the same.
- 5) The Transferors declares and hereby agrees and undertakes that immediately on execution hereof they will obtain necessary permission from the said society as required under rules 38(a) of M.C.S. Act. 1960 to transfer all their rights, title and interest including shares and deposits in favour of the Transferee and also agrees to co-operate and assist with the Transferee for further assuring in law and for better perfectly transferring the said Flat with all benefits thereof unto the Transferee at the costs of the Transferee.
- 6) The Transferors declares that he/she/they have in himself/herself/themselves full right and absolute power and authority to sell, assign and transfer to the Transferee all there rights, title and interest in respect of the said Flat and that no other person or persons have any right, title and interest or claim or demand of any nature whatsoever into over upon the said Flat or any part

thereof either by way of sale exchange, mortgage, gifts, trust, lien or tenancy or otherwise over the said Flat and the said Flat is free from all attachments and encumbrances beyond reasonable doubts and hereby agrees and undertake to indemnify and keep indemnified to the Transferee against all such acts, actions, claims, demands, proceedings, cost and expenses arising from any third person or persons relating to the said Flat.

- 7) The Transferors declares that there are no suits, litigations, civil or criminal or any other proceeding pending against the Transferors personally affecting the said Flat.
- 8) The Transferors declares that he/she/they are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate duty Act or under Maharashtra land Revenue Code, ULC Act or any other stature from disposing of the said Flat or any part thereof in the manner stated in this agreement. The Transferors have not done any act, deed, matter or thing whereby he/she/they are prevented from entering into this Agreement on the terms and conditions stated herein in favour of the Transferee.
- 9) The Transferors hereby agrees and undertakes that immediately on receipt of the full amount of agreed consideration as mentioned clause (1) herein they will handover peaceful vacant possession of the said Flat to the Transferee alongwith all relevant documents including bills, receipts, vouchers, correspondence etc. standing in their name and also agrees to handover the original Agreement for Sale.
- 10) The Transferors declares that on and after execution hereof and/or on giving possession of the said Flat the Transferee shall be exclusive owner of the right, title and interest which the Transferors has in the said Flat and then the Transferee shall quietly and peacefully hold possess, occupy and enjoy the said Flat without any let or hindrance or denial or demand or interruption

or eviction or claim by the Transferors or any other person or persons lawfully or equitably claiming through under in trust for the Transferors.

- 11) The Transferors hereby agrees and undertakes to execute all further agreements, conveyance and affidavits, undertaking and forms etc. in favour of the Transferee whenever required by the Transferee and/or the said society for effectively transferring the said Flat with all benefits thereof unto the Transferee at the costs of the Transferee.
- 12) This agreement has been concluded between the parties hereto on the basis of representations of the Transferors that for their purchase of the said Flat and their membership with the said society are valid and subsisting and no notice of requisition or acquisition of the Flat or termination of membership has been received by them. The Transferee declares that he/she/they have inspected all documents in respect of the said Flat and fully satisfied thereof.
- 13) All expenses incidental to this agreement including stamp duty, registration charges if any payable on this agreement shall be borne and paid by the Transferee and who shall also be liable to pay all outgoing in respect of the said Flat as and when due for payment from the date of possession. Society Transfer fees **50% – 50%** shall be paid by both parties.

◆ THE SCHEDULE OF THE PREMISES REFERRED TO ◆

Flat No. 302, on 3rd Floor, E-Wing, Bldg No. 2 admeasuring 31.64 sq. mtrs. Carpet Area of Building known as Shivam, Society Known as Shivam Co-op. Hsg. Soc. Ltd., situated at Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane – 401 107, on all that piece or parcel or land or ground lying being and situated at District Thane in the Registration District and sub-district of Thane within the limits of Mira - Bhayander Municipal Corporation and situated at **Village Navghar Taluka & District Thane and bearing **Old Survey No. 295 New Survey No 178 Hissa No. 9, 10, 11, 12, 14.****

IN WITNESS WHEREOF THE PARTIES hereto have hereunder set and subscribe their respective hands on the day and the year first hereinabove written.

SIGNED SEALED & DELIVERED by }
The withinnamed "TRANSFERORS" }

1) KAMAL SHARMA }
} }
} }
} }
} }

2) CHINTAN SHARMA }
}

in the presence of }
***** }

SIGNED SEALED & DELIVERED by }
The withinnamed "TRANSFEE" }
}

MR. SUNIL JAYARAM SHETTY }
}

in the presence of }
***** }

: R E C E I P T :

RECEIVED hereof from the withinamed "TRANSFEREE" a sum of **Rs.** _____ /- (**Rupees** _____ **Only**) being part payment of agreed consideration for **Flat No. 302, 3rd Floor, E-Wing, Bldg No. 2, Shivam Shivam Co-op. Hsg. Soc. Ltd., Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane - 401 107** as mentioned herein and paid to us in following manner:

Sr. No.	Dated	DD/PO/NEFT/IMPS/RTGS/Ref. No./UTR No./Cheque No.	Drawn On	Amount
1.				
2.				
3.				
4.				
5.				

WE SAY RECEIVED **Rs.** _____ /-

1) KAMAL SHARMA
2) CHINTAN SHARMA
Transferors

WITNESSES :

1) _____

2) _____

(Cheque subject to Realisation)

: R E C E I P T :

RECEIVED hereof from the withinamed **MR. SUNIL JAYARAM SHETTY** "TRANSFEREE" a sum of **Rs.** _____ /- (**Rupees** _____ **Only**) being full & final payment of agreed consideration for **Flat No. 302, 3rd Floor, E-Wing, Bldg No. 2, Shivam Shivam Co-op. Hsg. Soc. Ltd., Sai Karishma Complex, Opp Jangid Enclave, Off. Kanakia Road, Mira Road (East), Thane - 401 107** have availed Housing Loan as mentioned herein and paid to us in following manner:

1) CASH/DD/PO/CHEQUE No. _____ Amount Rs. _____/-

Drawn on _____ Dated _____

2) CASH/DD/PO/CHEQUE No. _____ Amount Rs. _____/-

Drawn on _____ Dated _____

WE SAY RECEIVED **Rs.** _____/-

1) KAMAL SHARMA

2) CHINTAN SHARMA

Transferors

WITNESSES :

1) _____

2) _____

(Cheque subject to Realisation)