

# **AGREEMENT FOR SALE**

**ARTICLES OF THIS AGREEMENT** is made and entered into at **Thane** on this \_\_\_\_\_ day in the month of **SEPTEMBER, 2024**.

## **B E T W E E N**

**MR. SRIDHAR KAVASERI RAJAGOPALAN** alias **MR. K. R. SRIDHAR**, age – 59 years, PAN - AFIPK7157F, Aadhaar Card No. \_\_\_\_\_, Indian Inhabitant, residing at Flat No.B-2701, D B Woods, 27<sup>th</sup> Floor, Krishna Vatika Marg, Next to RBI Officers Quarters, Gokuldam, Goregoan (E), Mumbai, - 400063, hereinafter referred to as the “**TRANSFEROR**” (which expression shall unless it be repugnant to the context or meaning thereof includes his heirs, executors, administrators and assigns) of the **FIRST PART**;

## **A N D**

**MS. NIVEDITA RAUT**, age – 30 years, PAN - BECPR0732R, Aadhaar Card No. \_\_\_\_\_, Indian Inhabitant, residing at 21, Dossa House, 5, Gunbowstre, Near Fort Fire Station, Fort, Mumbai - 400001, herein after referred to as the “**TRANSFEEEE**” (which expression shall unless it be repugnant to the context or meaning thereof includes her executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS :-**

1. WHEREAS TRANSFEROR herein is owner of the flat bearing **Flat No.604, admeasuring 743 Sq.ft. Carpet area i.e. 82.86 Sq.mtrs., Built-up area on 6th Floor, A-wing** alongwith **1 (One) Car Parking Space No.\_\_\_\_\_** in the society known as **IGNIS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 26667/2014, dt.12/08/2014)** lying, being and situated at **Casa Univis, Lodha Splendor, Bhayanderpada, Ghodbunder Road, Thane (W) - 400615, Revenue Village - Bhayanderpada, bearing S.No.100, Old S.No.197/1, New S.No.100/1, Old S.No.200/1, New S.No.105/1, Old S.No.200/3B, New S.No.105/3A, Old S.No.200/7, New S.No.105/6, Old S.No.201/2, New S.No.106/2, Old S.No.203/4B, New S.No.108/4A, Old S.No.203/9, New S.No.108/8, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, (hereinafter referred to as the "SAID FLAT").**

**AND** the Transferor originally purchased the said flat from **Lodha Novel Buildfarms Pvt. Ltd.,** vide an Agreement To Sell **dt.01/08/2012** and registered the same with Sub-Registrar of Assurances, Thane under **Doc. No.TNN2-07512-2012, dt.07/08/2012** at **Receipt No.7576.**

2. The TRANSFEROR has paid up the consideration amount payable by his towards the said Flat and has been absolute owner of the said Flat.
3. The TRANSFEROR is in possession of the said Flat as a member of the said Society and holds **Share Certificate No.26, Comprising Shares from 251 to 260, dt.10/05/2017** and has all the rights, title and interest to deal with the said Flat in whatever way he like.

4. The TRANSFEROR has now agreed to sell the said Flat to the TRANSFEREE and the TRANSFEREE has agreed to purchase the same from the TRANSFEROR on ownership basis.
5. The parties hereto have agreed upon the terms and conditions in respect of the said sale of the flat.
6. The parties hereto being now desirous of recording the said terms and conditions in writing.
7. The Society has No Objection for this transaction and agrees to admit the TRANSFEREE instead of TRANSFEROR herein as a member of the society.
8. The TRANSFEROR now intends to sell all his rights, titles, interest and benefits in the said flat and the TRANSFEREE agrees to purchase on the terms and conditions and covenants mutually agreed upon by and between the parties hereto as hereinafter appearing.

**NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-**

1. The TRANSFEROR is the sole and absolute owner of the said Flat and has got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFEROR has not done any act, deed, matter or thing whereby he is prevented from entering into this Agreement for Sale on the various terms and conditions stated herein in favour of the TRANSFEREE.

2. The TRANSFEROR has not agreed to sell, transfer, alienate or encumber the said Flat and or any part thereof and has not entered into any agreement orally or in writing to sell, transfer, alienate or encumber the said Flat and or any part thereof to or in favour of any other person whomsoever.
3. The TRANSFEROR has not received any token money, earnest money or any amount whatsoever in respect of the said Flat from any other third party.
4. There are no outstanding mortgages, liens and notices for acquisition in respect of the said Flat.
5. The said Flat is not subject matter of any pending suit or attachment before or after judgement of any court of law or authority for recovery of any debt, decretal amount, Income Tax, Wealth Tax, Gift Tax or any other amount by way of taxes and / or penalties thereon.
6. There do not subsist any order of injunction or appointment of Court Receiver on the Said Flat or any part thereof issued by court of Law or other Authority.
7. The said Flat hereby agreed to be sold is free from encumbrances of any nature whatsoever and the same is not attached either before or after the judgement or at the instance of taxation authority or any other authorities and the TRANSFEROR has not given any undertaking to the taxation authorities so as not to deal with or dispose of right, title and interest in the said Flat and that the TRANSFEROR has full and absolute power to deal with the same.

8. There are no attachment or prohibitory order issued by the Competent authority or Court or any government or semi-government authority or bank prohibiting from dealing with or selling or transferring the said Flat contemplated under these presents.
9. Should there be any claim in respect of the said Flat from any person or persons or authority pertaining to any period prior to the transfer of the said Flat to and in the name of TRANSFEREE in the books/records of the society, the TRANSFEROR hereby agrees to indemnify and keep indemnified the TRANSFEREE against all or any such claims.
10. The TRANSFEROR shall sell and the TRANSFEREE shall purchase the **Flat No.604, admeasuring 743 Sq.ft. Carpet area i.e. 82.86 Sq.mtrs., Built-up area on 6th Floor, A-wing** alongwith **1 (One) Car Parking Space No.\_\_\_\_\_** in the society known as **IGNIS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 26667/2014, dt.12/08/2014)** lying, being and situated at **Casa Univis, Lodha Splendor, Bhayanderpada, Ghodbunder Road, Thane (W) - 400615, Revenue Village - Bhayanderpada, bearing S.No.100, Old S.No.197/1, New S.No.100/1, Old S.No.200/1, New S.No.105/1, Old S.No.200/3B, New S.No.105/3A, Old S.No.200/7, New S.No.105/6, Old S.No.201/2, New S.No.106/2, Old S.No.203/4B, New S.No.108/4A, Old S.No.203/9, New S.No.108/8, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, well described in the schedule written hereunder, at the Lumpsum price of **Rs.90,00,000/- (Rupees Ninety Lakhs Only).****

11. The TRANSFEREE agreed to pay the said **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** as under :-

<b>Sr. No.</b>	<b>Cheque No./ Online Transfer</b>	<b>Date</b>	<b>Name of Bank</b>	<b>Amount</b>
1)	Transaction ID : S30890511	31/08/2024		1,11,000/-
2)	Reference ID : DIR9556189	23/09/2024	ICICI Bank	10,00,000/-
3)	Reference ID : DIS9761162	24/09/2024	ICICI Bank	12,99,000/-
			<b>TOTAL</b>	

**Rs.90,000/- (Rupees Ninety Thousand Only)** paid towards **1% TDS** amount and the TRANSFEREE will handover TDS paid Challan to the TRANSFEROR at the time of registration of this Agreement for Sale.

Balance Amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid after sanction of loan from any financial institution **within \_\_\_\_\_ working days from the date of registration of this Agreement for Sale.**

12. The TRANSFEROR hereby states and declares that, the said Flat is free from all encumbrances and liabilities and if any, the same will be cleared by the TRANSFEROR at his own cost. The TRANSFEROR has paid up the Municipal Taxes/ Government Dues, Taxes/Local Govt. Taxes, etc. and other charges payable by his to the concerned authorities as the same may be till the date of handing over possession of the said Flat. The TRANSFEREE will have to pay all the dues, charges, fees, taxes, maintenance charges etc. against the said flat from the date of taking possession of the said flat and the TRANSFEROR shall not be responsible to meet the same from the date of such possession.

13. The TRANSFEROR has got all the rights, title and interest to sell, transfer and convey the said Flat as the same is himself acquired separate property and no other person or persons have got any rights, title or interest or claim of whatsoever nature into and upon the said Flat.
14. The TRANSFEROR hereby agrees and undertakes to get the said Flat along with **(1) Electric Meter No.08203303316, Consumer No.000011244238, (2) T.M.C. Property Tax (Malmatta) No.130980418, Sub Code - 00091, (3) Mahanagar Gas Ltd., BP No.1101500392, CA No.2100 0149 9426, Meter No.4221192252** duly transferred in favour of the TRANSFEREE herein with relevant records and for the purpose the TRANSFEROR herein agrees and undertakes to sign and execute and/or get signed and executed all such necessary applications, forms, deeds, matters, and thing as may be necessary at any time in future, but at the cost of the TRANSFEREE herein.
15. The TRANSFEREE hereby declares that, all the Rules, Regulations in force and bye-laws of the said Society will be observed by the TRANSFEREE.
16. The TRANSFEREE hereby declares that, she had taken inspection of the said Flat in all respect and the Flat is in order.
17. The TRANSFEROR hereby agrees to sign the various forms as per provisions of the various acts and co-operate the TRANSFEREE for completing all the formalities in connection with the said matters.

18. The TRANSFEROR has agreed to deliver to the TRANSFEREE all original documents relating to purchase of the Flat which are in possession of the TRANSFEROR and application duly signed by the TRANSFEROR for transfer of the said Flat in favour of the TRANSFEREE.
19. The TRANSFEROR undertakes to deliver vacant and peaceful possession of the said Flat to the TRANSFEREE only on receipt of full and final consideration amount.
20. The TRANSFEREE shall bear the amount to be spent towards Stamp Duty, Registration Fee etc. as applicable and Society Transfer Fee will be paid by both parties in equal proportion i.e. 50% each.
21. This Agreement is made subject to Maharashtra Ownership Flat Act, 1963 and the rules made there under.

#### **SCHEDULE OF THE PROPERTY**

**ALL THAT** piece and parcel of **Flat No.604, admeasuring 743 Sq.ft. Carpet area i.e. 82.86 Sq.mtrs., Built-up area on 6th Floor, A-wing** alongwith **1 (One) Car Parking Space No.\_\_\_\_\_** in the society known as **IGNIS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 26667/2014, dt.12/08/2014)** lying, being and situated at **Casa Univis, Lodha Splendora, Bhayanderpada, Ghodbunder Road, Thane (W) - 400615, Revenue Village - Bhayanderpada,** bearing **S.No.100, Old S.No.197/1, New S.No.100/1, Old S.No.200/1, New S.No.105/1, Old S.No.200/3B, New S.No.105/3A, Old S.No.200/7, New S.No.105/6, Old S.No.201/2, New S.No.106/2, Old S.No.203/4B, New S.No.108/4A, Old S.No.203/9, New S.No.108/8,** Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation.



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

SIGNED, SEALED & DELIVERED By  
Withinnamed "**TRANSFEROR**"

**MR. SRIDHAR KAVASERI RAJAGOPALAN**  
alias **MR. K. R. SRIDHAR**

SIGNED, SEALED & DELIVERED by  
Withinnamed "**TRANSFeree**"

**MS. NIVEDITA RAUT**

**WITNESSES :**

**1.**

**2.**

## RECEIPT

**RECEIVED** from **MS. NIVEDITA RAUT** a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being **PART PAYMENT** against the sale of **Flat No.604, admeasuring 743 Sq.ft. Carpet area i.e. 82.86 Sq.mtrs., Built-up area on 6th Floor, A-wing alongwith 1 (One) Car Parking Space No. \_\_\_\_\_** in the society known as **IGNIS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 26667/2014, dt.12/08/2014)** lying, being and situated at **Casa Univis, Lodha Splendora, Bhayanderpada, Ghodbunder Road, Thane (W) - 400615, Revenue Village - Bhayanderpada, bearing S.No.100, Old S.No.197/1, New S.No.100/1, Old S.No.200/1, New S.No.105/1, Old S.No.200/3B, New S.No.105/3A, Old S.No.200/7, New S.No.105/6, Old S.No.201/2, New S.No.106/2, Old S.No.203/4B, New S.No.108/4A, Old S.No.203/9, New S.No.108/8, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, in the following mode and manner ;**

<b>Sr. No.</b>	<b>Cheque No./ Online Transfer</b>	<b>Date</b>	<b>Name of Bank</b>	<b>Amount</b>
1)	Transaction ID : S30890511	31/08/2024		1,11,000/-
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3)	Reference ID : DIS9761162	24/09/2024	ICICI Bank	12,99,000/-
			<b>TOTAL</b>	

**Rs. \_\_\_\_\_/-**  
**I SAY RECEIVED**

**MR. SRIDHAR KAVASERI RAJAGOPALAN**  
alias **MR. K. R. SRIDHAR**  
**TRANSFEROR**

**WITNESSES :-**

1)

2)