

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at Thane on _____ day of _____, **2024**

BETWEEN

MR. DEVATA HIRACHAND AHIRRAO, Age **46 yrs.**, PAN No. **ABCPA3809Q**, Residing at **Flat no A-603, 6th Floor, Building No A, Priti Park Complex, Ghodbunder Road, Owale, Thane- 400607**, hereinafter referred to as the “ **TRANSFEROR**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heir, executors, administrators and assignees) of the **ONEPART**.

AND

1) **MR. MOHD SAJID KHAN**, age **42 yrs.**, PAN No. **CZCPK8861N**, and 2) **MISS FAHMEEDA SAJID KHAN**, age **37 yrs.**, PAN No. **EDSPK7960N**, both Residing at **Flat No 602, Bhim Tower Plot No 109, Sector New- 50, Nerul Seawood West, Navi Mumbai - 400706**, hereinafter referred to as the “ **TRANSFEREES**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heir, executors, administrators and assignees) of the **OTHERPART**.

WHEREAS by virtue of a Registered Agreement dated **15 December, 2016** (Registered with the Sub-Registrar of Thane at Doc. No. TNN9-10661-2016 dated 15/12/2016) executed between The **RAJANIBAI HIRACHAND AHIRRAO** therein having Address at **TRANSFEROR** and the Transferor herein, the Transferor purchased and acquired all rights, title and interest in **FLAT No. A-603** admeasuring **78.84 Sq. Mtr. Carpet area, on 6Th Floor**, in the Building Known as “ **A**”, of the Society Known as “ _____ **Co-operative Housing Society Ltd.**,” in the complex Known as “ **PRITI PARK**”, standing on the plot of land bearing **Survey No 100/1, 100/2, 100/3, 100/4**, Village - **OWALE**, lying, being and situated at **Ghodbunder Road, Owale, Thane- 400607**, within the limits of **THANE** Municipal Corporation and within the Registration District **THANE** which flat hereinafter referred to as the “ **SAID PREMISES**”

AND WHEREAS the Transferor herein has made the entire payment of consideration to the said of such being on and thereupon, the Transferor have been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

AND WHEREAS the Transferor is the bonafide member of the “ _____ **Co-operative Housing Society Ltd.**”, a society registered under **Registration No. T.N.A/(T.N.A)/HSG/(TC)/_____/20__**, Dated **_____/_____/20__**, 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 member of the said society, the Transferor is holding **Five** fully paid up shares of **Rs.50/- (Rupees Fifty only)** each under **Share Certificate No. __, Dated 15th March 2009**, bearing **Distinctive No. __ to __ (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the Transferor has clear and marketable title in respect of the said premises and thus the Transferor is well and sufficiently entitled to the said premises and has absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

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) He is the absolute and lawful owner of the said premises and is a bonafide member of the said society and no other person/s has / have right, title or interest in the said premises and he well and 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 lis pendens or 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, lease, exchange, assignment or other way whatsoever and has not created any tenancy or 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 / had 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 are not outstanding estates or effects by way of lease, 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 either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra Land Revenue Code, ULC Act or under any other statute from disposing of the said premises or any part thereof in the manner stated in this Agreement.
- J) The Transferor has not done any act, deed, matter or thing whereby he 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 terms 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 **Lump-sum Price/ Consideration of ₹ 2,45,00,000/- (Rupees Two Crore Forty Five Lakh 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 have decided to reduce 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 PARTIES HERETO AS UNDER:

- 1) The Transferor hereby agrees 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 bearing **FLAT No. A-603** admeasuring **78.84 Sq. Mtr. Carpet** area, on **6Th Floor**, in the Building Known as "**A**", of the Society Known as "**_____ Co-operative Housing Society Ltd.,**" in the complex Known as "**PRITI PARK**", standing on the plot of land bearing **Survey No 100/1, 100/2, 100/3, 100/4**, Village - **OWALE**, lying, being and situated at **Ghodbunder Road, Owale, Thane- 400607**, within the limits of **THANE** Municipal Corporation and within the Registration District **THANE** **as and for a Lump-sum Price of ₹ 2,45,00,000/- (Rupees Two Crore Forty Five Lakh 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 paid an amount of **₹ 50,00,000/- (Rupees Fifty Lakh only)** as the **Earnest Money and/or Part Payment**, as more particularly described in the receipt hereunder written and the payment

and receipt whereof, the Transferor hereby admit and acknowledge and hereby release, acquit and discharge the Transferees from the payment thereof absolutely and forever. The Transferees have agreed to pay the Balance Amount of Consideration of ₹ 1,95,00,000/- (**Rupees One Crore Ninety Five Lakh only**) by obtaining loan from any Bank/ Financial Institution directly in the name of Transferor as **Full and Final Payment** after registration of this Agreement and within _____ days from handing over Mortgage NOC from Society, all Original Document and other related paper from the Transferor 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 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 their title to the said premises and the Transferor shall keep the Transferees indemnified from all the liabilities and /or claim against 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 agreement, allotment letter, last maintenance charges receipt, last electricity bill and other records amounting to the title of the premises for the purpose of their record.
- 6) The Transferees hereby agree that, on becoming the member(s) of the said society, and the Transferees shall abide by all the bye-laws, rules and regulations adopted by the society.
- 7) The Transferor hereby states, declares and confirms that the Transferees shall be entitled to get transferred the Electricity Meter installed in the said premises to their name and the Transferor shall, if required give his fullest co-operation in that regard.
- 8) The Transferees, after taking possession of the said premises, shall be entitled to have 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 themselves, their 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 through him 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, Maintenance and other charges, etc. upto date of possession will be cleared by Transferor. The Transferees declare that, they will clear off all the liabilities towards Municipal Taxes, Electricity bills, society, maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.
- 10) The Transferor further declares that, he has full right and absolute authority to enter into this Agreement and that he has 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 in their favour whereby the quiet and peaceful possession or enjoyment of the Transferees in respect of the said premises may be disturbed. In the event contrary being found, the Transferor shall indemnify and keep indemnified the Transferees from any loss caused to the Transferees because of the defect in title.
- 11) The Transferor shall obtain the necessary No Objection Certificate (NOC) from the “ _____ **Co-operative Housing Society Ltd.**”, 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 agrees, assures and declares that there 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 their 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, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the Transferees.

- 16) The Transferor shall indemnify and keep indemnified the to Transferees for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of handing over possession of the said premises to the Transferees.
- 17) 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.
- 18) 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. A-603** admeasuring **78.84 Sq. Mtr. Carpet** area, on **6Th Floor**, in the Building Known as "**A**", of the Society Known as "**_____ Co-operative Housing Society Ltd.,**" in the complex Known as "**PRITI PARK**", standing on the plot of land bearing **Survey No 100/1, 100/2, 100/3, 100/4**, Village - **OWALE**, lying, being and situated at **Ghodbunder Road, Owale, Thane- 400607**, within the limits of **THANE** Municipal Corporation and within the Registration District **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 within named “ **Transferor**”

MR. DEVATAHIRACHANDAHIRRAO

in presence of... ..

1)

2)

SIGNED SEALED AND DELIVERED

by the within named “ **Transferees**”

1) MR. MOHDSAJIDKHAN

2) MISS FAHMEEDASAJIDKHAN

in presence of... ..

1)

2)

:: RECEIPT ::

RECEIVED of and from 1) **MR. MOHD SAJID KHAN**, and 2) **MISS FAHMEEDA SAJID KHAN**, (with in named Transferees) a sum of ₹ **50,00,000/- (Rupees Fifty Lakh only)** as the **Earnest Money and/or Part Payment**, against the sale of above said premises in the following manner:

I say Received ₹ 50,00,000/-

MR. DEVATAHIRACHANDAHIRRAO

Transferor

Witnesses

1)

2)