

AGREEMENT FOR SALE

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

BETWEEN

MR. RAGHAV JITENDRA AGARWAL, age 32 years, **PAN : ASIPA9913C**, Indian Inhabitant, having address at Flat No. 2501, 25th Floor, Claremont Building, C - Wing, Claremont Co-operative Housing Society Ltd., Lodha Luxuria, Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601, 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 heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) MR. ARCHIT RASTOGI, age 37 years, **PAN : ASOPR0117M**, and **2) MRS. RAJNI RASTOGI**, age 33 years, **PAN : AOAPR6171B**, both Indian Inhabitant, having address at Behind Indian Oil Petrol Pump, Mohalla Kila, Lala Dhaniram Colony, Kiratpur, Bijnor, Uttarpradesh - 246731, hereinafter called “ **THE TRANSFEREES**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **their** respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of a Registered Agreement dated 24th day of December, 2014 (Registered with the Sub-Registrar of Thane at Doc. No. TNN2-34-2015 dated 02/01/2015) executed between Shree Sainath Enterprises Construction and Developers Private Limited, therein referred to as the “ Company” of the One Part and Mr. Ashok Kumar Chouta therein referred to as the “ Purchaser” of the Other Part purchased and acquired all rights, title and interest in **Flat No. 2501**, admeasuring **737 Sq. Ft. (Carpet)** area on **25th Floor**, along with **One Car Parking Space No. _____**, of the Building known as “ **CLAREMONT**” , **C - Wing**, in the Society known as “ **Claremont Co-operative Housing Society Ltd.**” , of the project know as “ **LODHA LUXURIA**” standing on the plot of land bearing **Survey No. 22, 23, 24/1 to 7, 8A,8B,9,10, 25/2,3,5,7,11, 26/1, 2,4, 5 to 12, 27/1 to 10, 28/1 to 5, 29/1 to 9, 30/1, 4A, 4B, 4C, 5, 6, 8, 31/1A, 1B, 2 to 9, 32/ 1 to 14, 33/1 to 5,6A, 6B, 7 to 10,11A, 11B, 12 to 21, 34/1 to 5, 6A, 6B, 7A, 7B, 8, 9 of Village – Majiwade & Survey No. 183/6B, 12, 14A, 15, 20, to 23, 24A, 24B, 25B, 26B, 28,32, 184/2, 184/3A, 184/3B, 184/3C, 184/3D, 184/4, 184/6, 184/7B, 184/7C, 184/9B + 7A, 184/8, 184/9A, of Village - Balkum**, lying, being and situated at Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601, 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 by virtue of a Registered Agreement dated 26th day of November, 2019 (Registered with the Sub-Registrar of Thane at Doc. No. TNN2-17857-2019 dated 26/11/2019) executed between Mr. Ashok Kumar Chouta therein referred to as the “**Transferor**” of the One Part and **Mr. Raghav Jitendra Agarwal** therein referred to as the “**Transferee (TRANSFEROR herein)**” of the Other Part purchased and acquired all rights, title and interest in **Flat No. 2501**, admeasuring **737 Sq. Ft. (Carpet)** area on **25th Floor**, along with **One Car Parking Space No. _____**, of the Building known as “**CLAREMONT**”, **C - Wing**, in the Society known as “**Claremont Co-operative Housing Society Ltd.**”, of the project know as “**LODHA LUXURIA**” standing on the plot of land bearing **Survey No. 22, 23, 24/1 to 7, 8A,8B,9,10, 25/2,3,5,7,11, 26/1, 2,4, 5 to 12, 27/1 to 10, 28/1 to 5, 29/1 to 9, 30/1, 4A, 4B, 4C, 5, 6, 8, 31/1A, 1B, 2 to 9, 32/ 1 to 14, 33/1 to 5,6A, 6B, 7 to 10,11A, 11B, 12 to 21, 34/1 to 5, 6A, 6B, 7A, 7B, 8, 9 of Village – Majiwade & Survey No. 183/6B, 12, 14A, 15, 20, to 23, 24A, 24B, 25B, 26B, 28,32, 184/2, 184/3A, 184/3B, 184/3C, 184/3D, 184/4, 184/6, 184/7B, 184/7C, 184/9B + 7A, 184/8, 184/9A, of Village - Balkum**, lying, being and situated at Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601.

AND WHEREAS the TRANSFEROR has made the entire payment of consideration to the said Mr. Ashok Kumar Chouta 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 TRANSFEROR is the bonafide member of “ **Claremont Co-Operative Housing Society Ltd.**”, a society registered under **Registration No. TNA/(TNA)/HSG/(TC)/29769/2017 Dated 04/07/2017**, 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/- each under **Share Certificate No. _____**, bearing **Distinctive No. _____ to _____ (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFEROR have clear and marketable title in respect of the said premises and thus the TRANSFEROR is well and sufficiently entitled to the said premises and have 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 sweet will 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) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said premises.
- B) There are no attachments or prohibitory order as against or affecting the said premises and the said premise.
- C) The TRANSFEROR have obtained a loan facility from Bank of Baroda, for purchase of the said premises and an outstanding amount is still due and payable by the TRANSFEROR to the said Bank, SAVE AND EXCEPT THE aforesaid loan, the said premises is free from all encumbrances or charges and / or is not the subject matter to any lispendens or easements or attachments either before or after judgment. The TRANSFEROR have not received any notice either from the Government, Semi – Government, Society, or the Municipal Corporation regarding any of the proceedings in respect of the said premises.
- D) The TRANSFEROR have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFEROR have not received any notice from any statutory

body or authorities asking for the payment of any nature whatsoever of the said premises.

- E) The TRANSFEROR in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the said premises and have not dealt with or dispose of the said premises in any manner whatsoever.
- F) 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.
- G) The TRANSFEROR have 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 have 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 **Lump-sum Price / Consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty 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 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 agrees to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No. 2501**, admeasuring **737 Sq. Ft. (Carpet)** area on **25th Floor**, along with **One Car Parking Space No. _____**, of the Building known as “ **CLAREMONT**” , **C - Wing**, in the Society known as “ **Claremont Co-operative Housing Society**

Ltd.” , of the project know as “ **LODHA LUXURIA**” standing on the plot of land bearing **Survey No. 22, 23, 24/1 to 7, 8A,8B, 9,10, 25/2,3,5,7,11, 26/1, 2,4, 5 to 12, 27/1 to 10, 28/1 to 5, 29/1 to 9, 30/1, 4A, 4B, 4C, 5, 6, 8, 31/1A, 1B, 2 to 9, 32/ 1 to 14, 33/1 to 5,6A, 6B, 7 to 10,11A, 11B, 12 to 21, 34/1 to 5, 6A, 6B, 7A, 7B, 8, 9 of Village – Majiwade & Survey No. 183/6B, 12, 14A, 15, 20, to 23, 24A, 24B, 25B, 26B, 28,32, 184/2, 184/3A, 184/3B, 184/3C, 184/3D, 184/4, 184/6, 184/7B, 184/7C, 184/9B + 7A, 184/8, 184/9A, of Village - Balkum,** lying, being and situated at Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601, within the limits of **Thane** Municipal Corporation, and within the Registration District and Sub-District of **Thane**, as and for a **Lump-sum Price** of **Rs. 1,30,00,000/- (Rupees One Crore Thirty 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 agree to pay to **TRANSFEROR** **Lump-sum Price / Consideration** of **Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)** in the following manner :-

a. **Rs. 13,00,000/- (Rupees Thirteen Lakhs Only)** by RTGS
No. RRR2792475874312 Dated _____ from HDFC

Bank as Token Money before execution of this Agreement.

- b. The TRANSFEREES have agree to pay TDS of **Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand Only)** i.e. 1% of the value of this Agreement to the concern authority and to provide supporting Challan evidencing payment of TDS & TDS Certificates within 15 days from the date of registration of this Agreement and handover to the TRANSFERORS..
- c. **Balance Amount of Consideration of Rs. 1,15,70,000/- (Rupees One Crore Fifteen Lakhs Seventy Thousand only)** by obtaining loan from any Bank / SBI Bank/ Financial Institution as **Full and Final Payment** after registration of this Agreement and within **45 days** from handing over Mortgage NOC from Society, all Original Document and other related paper from the TRANSFEROR to TRANSFEREES. (with an arrangement that an outstanding amount or any other amount that may be due at the relevant time out of the aforesaid loan amount shall directly pay to **Bank of Baroda** against the outstanding loan of the **TRANSFEROR** in respect of the said premises and the balance amount of consideration shall be pay to the **TRANSFEROR**).

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 original previous agreement, original share certificate, 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 agrees that, on becoming the members of the said society, the TRANSFEREES shall abide by all single 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 No. 07860273281** having **Consumer No. 000033326271** 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 him 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 declares that, the said premises shall be made free from all encumbrances and liabilities i. e. Municipal Taxes, Electricity bills, Society' s maintenance and other charges etc. upto the date of possession and shall be cleared off by [him](#). The TRANSFEREES declare that they will clear off all the liabilities towards Municipal Taxes, Electricity bills, Society' s 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](#) have full right and absolute authority to enter into this agreement and that [he](#) have 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 from “ **Claremont Co-operative Housing Society Ltd.**” , to effectuate the legal perfect transfer of the said society 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 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.
14. 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.

15. The TRANSFEROR shall indemnify and keep indemnified to the 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.
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. 2501**, admeasuring **737 Sq. Ft. (Carpet)** area on **25th Floor**, along with **One Car Parking Space No. _____**, of the Building known as “ **CLAREMONT**” , **C - Wing**, in the Society known as “ **Claremont Co-operative Housing Society Ltd.**” , of the project know as “ **LODHA LUXURIA**” standing on the plot of land bearing **Survey No. 22, 23, 24/1 to 7, 8A,8B,9,10, 25/2,3,5,7,11, 26/1, 2,4, 5 to 12, 27/1 to 10, 28/1 to 5, 29/1 to 9, 30/1, 4A, 4B, 4C, 5, 6, 8, 31/1A, 1B, 2 to 9, 32/ 1 to 14, 33/1 to 5,6A, 6B, 7 to 10,11A, 11B, 12 to 21, 34/1 to 5, 6A, 6B, 7A, 7B, 8, 9 of Village – Majiwade & Survey No. 183/6B, 12, 14A, 15, 20, to 23, 24A, 24B, 25B, 26B, 28,32, 184/2, 184/3A, 184/3B, 184/3C, 184/3D, 184/4, 184/6, 184/7B, 184/7C, 184/9B + 7A, 184/8, 184/9A, of Village - Balkum**, lying, being and situated at Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601, within the limits of **Thane** Municipal Corporation and within the Registration District and Sub-District of **Thane**.

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

SIGNED SEALED AND DELIVERED

by the withinnamed “ **TRANSFEROR**”

MR. RAGHAV JITENDRA AGARWAL

in presence of

1)

2)

SIGNED SEALED AND DELIVERED

by the withinnamed “ **TRANSFEREES**”

1) MR. ARCHIT RASTOGI

2) MRS. RAJNI RASTOGI

in the presence of

1)

2)

:: RECEIPT ::

RECEIVED of and from **MR. ARCHIT RASTOGI** and **MRS. RAJNI RASTOGI (TRANSFEREES)** a sum of **Rs. 13,00,000/- (Rupees Thirteen Lakhs Only)** by RTGS No. RRR2792475874312 Dated _____ from HDFC Bank being **Token Money** against the sale of **Flat No. 2501**, admeasuring **737 Sq. Ft. (Carpet)** area on **25th Floor**, along with **One Car Parking Space No. _____**, of the Building known as "**CLAREMONT**", **C - Wing**, in the Society known as "**Claremont Co-operative Housing Society Ltd.**", of the project know as "**LODHA LUXURIA**" situated at Lodha Pavilion, Near Majiwade Flyover, Eastern Express Highway, Majiwade, Thane (West) – 400601.

Rs. 13,00,000/-

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I SAY RECEIVED

MR. RAGHAV JITENDRA AGARWAL

“ TRANSFEROR”

WITNESSES :-

1)

2)