

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai this ____ day of September 2024 executed by and between

Mr. SANGRAM SHIVSHANKAR MORIYA alias SANGRAM SHIVSHANKAR MORYA aged about ____ years (Pan Card No. _____) (Aadhar Card No. _____) an adult Indian inhabitant residing at Flat No. 409, 4th Floor, Building No.13, of Shree Siddhivinayak Co-operative Housing Society Ltd., situated at (Rockline), Vashinaka, Mahul Road, Chembur, Mumbai-400074 hereinafter referred to as the **“SELLER”** (which expression shall unless it shall be repugnant to the context or meaning thereof be deemed to mean and include her respective heirs, executors, administrators and assigns) of the **FIRST PART;**

AND

Mrs.Kareena Keshav Mengane aged 42 years(Pan no.) (Aadhar Card No. 2313 1625 7499) an adult Indian Inhabitant residing Room No. 404 A 4th floor,Wadala chs ashirvad blg near Wadala fish market Wadala east-400031 hereinafter referred to as the **“PURCHASER”** (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) of the **SECOND PART;**

WHEREAS:

- A. Seller is seized and possessed Flat No. 409 admeasuring 225 sq. ft. carpet area in the 4th Floor, Building No.13, of Shree Siddhivinayak Co-operative Housing Society Ltd., situated at (Rockline), Vashinaka, Mahul Road, Chembur, Mumbai-400074 which was allotted by MMRDA vide Provisional Allotment No. MUTP/CDO/DEC-2005 dated DEC 2005 under MMRDA I.D No. VS02459, BSES ID No. 1 MAP No. 10 (West) Sub Project 5th Line Opti WR, Location Malad (hereinafter referred to the said Flat”).
- B. Seller is registered member and shareholder of Shree Siddhivinayak Co-operative Housing Society Ltd under registration no. MUM/MMRDA/HSG/TC/192/09-10 dated 07/09/2009 having its registered office at Building No.13, (Rockline), Vashinaka, Mahul Road, Chembur, Mumbai-400074 (hereinafter referred to the said Society”)
- C. Seller as member was also holding five Shares each of Rs. 50/- aggregating to Rs. 250/- under Share Certificate No.80 with distinctive Nos. 396 to 400 (both inclusive) (hereinafter referred to as the “said Shares”).

- D. The Seller herein is seized and possessed of the Said Flat and Said Shares
- E. The Seller desire to sale, transfer, convey and assign all his right, titles` and beneficial interest in the said Flat, against the payment of sale consideration amount of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** and the PURCHASER herein has approached to the Seller and made his offer to Purchase the same at the said agreed sale consideration.
- F. The Seller has to the PURCHASER and hereby covenant that he will obtain the permissions for sale, transfer, convey and assign the said Flat along with his right, title, interest, benefit and ownership in the said Flat, in favour of the PURCHASER.
- G. Pursuant to the mutual negotiations between the parties herein, the PURCHASER has agreed to purchase, acquire the said Flat from the Seller alongwith all his right, title, interest, benefit and ownership in the said Flat free from all encumbrances and reasonable doubts upon the terms and conditions mentioned hereinafter.
- H. Accordingly, the parties hereto are desirous of recording the terms and conditions mutually agreed by and between them in the manner hereinafter appearing for the sale, transfer, convey and assign the said Flat.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The recitals contained herein above form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim
2. That the Seller hereby agrees to sell, transfer, convey and assign his right, title and interest in the said Flat No. 409 admeasuring 225 sq. ft. carpet area in the 4th Floor, Building No.13, of Shree Siddhivinayak Co-operative Housing Society Ltd., situated at (Rockline), Vashinaka, Mahul Road, Chembur, Mumbai-400074 free from all encumbrances and reasonable doubts for the total consideration of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** to be paid in the following manner:—
 - (a) A sum of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)** paid by the PURCHASER to the Seller on being part payment and the Seller doth hereby admit and acknowledge the receipt of the same of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)**
 - (b) The Purchaser shall pay the balance sum of **Rs. 36,00,000/- (Rupees Thirty Six Lakhs Only)** by availing Loan from Bank within ____ days from the date of execution of Agreement for Sale

Simultaneously upon receipt of the full consideration by the PURCHASER to the Seller as stated in sub-clauses (a) and (b) above and on completion of the sale, the Seller shall deliver vacant and peaceful physical possession of the said Flat to the PURCHASER as owner thereof along with the said Original documents in respect of the said Flat and other relevant original title deeds. The Seller shall also be deemed to have released/relinquished all his right, title, interest etc. in respect to the said Flat in favour of the PURCHASER and the PURCHASER shall ipso-facto become entitled to legally occupy and possess the said Flat along with all the rights, title, interests, and benefits with respect to the said Flat.

3. The Seller shall obtain No Objection Letter from the said Society inter alia to the effect that the Society has no objection to the PURCHASER being admitted as member of the said Flat by the Seller in favour of the PURCHASER and all incidental rights as such shareholder including sale, transfer, assignment of the said Flat and allotment thereof to the name of the PURCHASER. It shall be the obligation of the Seller to obtain such no objection. Upon obtaining such letter, the Seller at the time of completion of the sale as provided under this agreement apply to for sale, transfer, assignment of the said Flat along with the required documents to the name of the PURCHASER.
4. At the time of completion of the sale, transfer, assignment of the said flat
 - (a) the Seller shall by an appropriate writing resign as the member and request to admit the PURCHASER as member in place of the Seller
 - (b) the PURCHASER shall apply to the to become sole member
 - (c) the Seller and the PURCHASER shall duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said Shares from the name of the Seller to the name of the PURCHASER.
5. The Seller doth hereby covenant with the PURCHASER as follows:—
 - (a) That the Seller has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable upto the date hereof and shall pay all the dues till the completion of sale;
 - (b) That the Seller is the sole owner and beneficiary of the said Flat duly standing in the name of the Seller in the books and all other records and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Flat and except the Seller

no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said Flat;

(c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Seller or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Seller, the Seller has full power and absolute authority in his own right to sale, transfer, assign, convey the said Flat and to relinquish and transfer all his rights, title and interest therein in favour of the PURCHASER;

(d) That neither the Seller nor any one on his behalf have committed or omitted any act, deed, matter or thing whereby the Seller holding of the said Flat and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby and his other rights, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;

(e) That the Seller has not created or purported to create any tenancy, license, charge, lease, mortgage, lien hypothecation or any kind of third party rights over the said premises and no other person or party has any right, title or interest, claim or demand into or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same is free from all encumbrances and there is no pending litigation of any kind whatsoever and further that the Seller shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the said premises;

(f) That the PURCHASER shall on completion of the sale, transfer, assignment peaceably and quietly be entitled to hold and own the said Flat and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Flat and/or any part thereof in the PURCHASER's own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Seller;

(g) That the Seller has duly complied with observed performed with all the Rules, Regulations and Bye-Laws and that the Seller has neither received any notice from for or in relation to any breach of any of the Rules, Regulations and Bye-laws nor are there any actions or proceedings pending against the Seller

instituted by the or any member in respect of the said Flat including any notice or action for expulsion or termination of the Seller as the member of the;

(h) That the Seller has not received any notice for acquisition or requisition of the said Flat

(i) The Seller has not received any Income Tax Notice or other Public Authorities have issued any Order restraining for sale of the Flat and there is no attachment or other prohibitory order issued by any Competent Court or Authority preventing or restraining the Seller from dealing with, disposing off, or sale of the said Flat or any part thereof as contemplated hereunder.

(j) The Seller hereby confirm that there is no dispute with the said Flat in any manner concerning holding the said Flat or the payment of its dues.

(k) The Seller is aware that the PURCHASER has agreed to enter into this Agreement and pay monies becoming due hereunder relying upon correctness of the statements herein, the Seller repeats and confirm the same and none of the representations made by the Seller is false or incorrect.

(l) That the Seller herein doth hereby indemnify and keep indemnified the PURCHASER against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said flat or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of the Agreement, covenants and provisions.

6. The Seller shall bear and pay all outgoings in respect of the said Flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable till date of the sale, transfer and the PURCHASER shall bear and pay all such outgoings, dues and charges from the date of completion of sale, transfer and assignment and upon receiving possession of the said flat.
7. The PURCHASER doth hereby agree and covenant to become sole member and to abide by and observe and perform all the rules and regulations and bye-laws of the from time to time in force.
8. The Seller shall sign and execute in favour of the PURCHASER necessary applications, forms, deeds and other documents or writings as may be reasonably required for transfer of the said Flat

and right to possess, use, occupy and enjoy the said Flat in favour of the PURCHASER and for implementing the terms of this agreement.

9. The Seller shall sign, affirm, execute all deeds, documents, writings, affidavits, undertakings, forms, applications etc. as per requirement of this Agreement in accordance with Rules & Regulation and Bye – laws as may be necessary and reasonably required by the PURCHASER from time to time for the purpose of transferring the said Flat, in favour of the PURCHASER.
10. On execution hereof the Seller shall transfer his right, title, interest and claim of the said Flat in favour of the PURCHASER and the PURCHASER shall has full right and absolute authority to enter into any act or any affairs of dealing in respect of the said Flat and the Seller also hereby further assures unto the PURCHASER that the Seller has full right and absolute authority to enter into this Agreement and the Seller has done, performed or caused to be performed any act, deeds, matter or things of whatsoever nature by which the Seller may be prevented from entering into this Agreement and/or selling, transferring, assigning the said Flat which is being transferred and whereby the Seller upon completion of Sale would be obstructed, prevented in enjoying the rights to be confirmed or transferred in favour of the PURCHASER or whereby the Seller has provided with quiet, vacant and peaceful possession and enjoyment thereof of the said Flat in favour of the PURCHASER under these presents and the Seller hereby indemnify the PURCHASER and shall always keep the PURCHASER indemnified against any actions, demands, claims etc. that may be suffered by the PURCHASER on any action by latter relying on the assurances acting in furtherance thereof.
11. The stamp duty, if payable, and registration charges, and any other charges etc shall be borne and paid by the PURCHASER only the society transfer charges shall be paid by the Seller and Purchaser equally. .

SCHEDULE OF THE SAID FLAT

Flat No. 409 admeasuring 225 sq. ft. carpet area in the 4th Floor, Building No.13, of Shree Siddhivinayak Co-operative Housing Society Ltd., situated at (Rockline), Vashinaka, Mahul Road, Chembur, Mumbai-400074 in registration District and Sub District of Mumbai on plot bearing CTS No. 251B, of Village Anik , Taluka Kurla

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove mentioned.

SIGNED AND DELIVERED)

By the within named "**SELLER**")

Mr. SANGRAM SHIVSHANKAR MORIYA

alias SANGRAM SHIVSHANKAR MORYA

In the presence of)

1.)

2.

SIGNED AND DELIVERED)

By the within named "**PURCHASER**")

Mrs.Kareena Keshav Mengane)

1.)

2.

R E C E I P T

RECEIVED OF AND FROM the within named **PURCHASER, Mrs.Kareena Keshav Mengane** the sum of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)** in respect of Flat No.409

		TOTAL PAID	Rs. 9,00,000/-
--	--	-------------------	-----------------------

I SAY 9,00,000/-

Mr. SANGRAM SHIVSHANKAR MORIYA
alias SANGRAM SHIVSHANKAR MORYA
SELLER

WITNESSES :

- 1.**
- 2.**