

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE is made and entered into at Thane, this ____ day of **October-2024**

BETWEEN

MR. ANIKET ANANT SHETYE (PAN No.CSOPS9310R) Adult, Indian Inhabitant having address at FLAT NO.204 ON THE SECOND FLOOR OF BUILDING NO.C-59 KNOWN AS AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD. situated at BLDG.NO.C-58/59, SECTOR-9, SHANTI NAGAR, MIRA ROAD(EAST), THANE-401107 called the “ VENDOR/SELLER” and hereinafter for brevity sake referred to as the “ TRANSFEROR” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, legal representatives, administrators, successors and assigns) of the FIRST PART.

AND

1) MR. DINESH SHANTARAM KALAMKAR (PAN No.ATSPK1620M)

2) MRS. SIDDHI DINESH KA LAMKAR (PAN No.ACCPH6788A)

Both Adults, Indian Inhabitants having address at A-6/601, Mohan Regency, Opp:Shree Complex, Kalyan(West), Mumbai-421301 called the “ VENDEES/PURCHASERS” and hereinafter for brevity sake referred to as the “ TRANSFEREES” (which expression shall unless it

be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, administrators, successors and assigns) of the SECOND PART.

WHEREAS, MR. SAUMIL P. SHAH had purchased the SAID FLAT along with all rights, title and interest vide an Agreement for Sale Dated 09-05-1989 entered between M/S.SHANTISTAR BUILDERS of 8, Tulsiani Chambers, 212 Backbay Reclamation, Nariman Point, Mumbai-400021 referred to as " the Builders" therein and MR. SAUMIL P. SHAH referred to as " the Purchaser" therein and the said M/S.SHANTISTAR BUILDERS agreed to sell to MR. SAUMIL P. SHAH AND MR. SAUMIL P. SHAH agreed to purchase from M/S.SHANTISTAR BUILDERS the SAID FLAT being **FLAT NO.204 admeasuring area 390 SQ. FT. (BUILT UP) equivalent to 36.24 SQ. MTS. (BUILT UP) ON THE SECOND FLOOR OF BUILDING NO.C-59 KNOWN AS AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD. situated at BLDG. NO.C-58/59, SECTOR-9, SHANTI NAGAR, MIRA ROAD(EAST), THANE-401107(here referred to as the " SAID FLAT")** at the price and on the terms and conditions mentions therein on the land more particularly described in the **SCHEDULE** in written hereunder:

AND, the said Original Agreement for Sale Dated 09-05-1989 with M/S. SHANTISTAR BUILDERS lodged for registration at the office of the Sub-Registrar of Assurances at Thane under No.CHHA-5507-1989 on 01-08-1989 AND MR. SAUMIL P. SHAH had paid entire purchase price of the SAID FLAT to the said M/S.SHANTISTAR BUILDERS as per the Agreement recited herein before and the said M/S.SHANTISTAR

BUILDERS admitted and confirmed that no amount is due and payable by MR. SAUMIL P. SHAH herein in respect of purchase of the SAID FLAT and MR. SAUMIL P. SHAH herein had taken actual possession of the SAID FLAT.

By an Agreement for Sale Dated 12-08-1993 entered between MR. SAUMIL P. SHAH AND 1)MRS. BHAVNA MANSUKHLAL PANCHAMIA 2)MR. MANSUKH M. PANCHAMIA, who had purchased and acquired all rights, title and interest in respect of the SAID FLAT at and for the total consideration set out therein and on the terms and conditions mentioned therein and lodged for registration with necessary Declaration at the office of the Sub-Registrar of Assurances at Thane under No.TNN10-08399-2007 on 24-09-2007 and had taken actual possession of the SAID FLAT.

By an Agreement for Sale Dated 16-10-1998 entered between 1)MRS. BHAVNA MANSUKHLAL PANCHAMIA 2)MR. MANSUKH M. PANCHAMIA AND MRS. RANJANA SHEKHAR PARELKAR, who had purchased and acquired all rights, title and interest in respect of the SAID FLAT at and for the total consideration set out therein and on the terms and conditions mentioned therein and lodged for registration at the office of the Sub-Registrar of Assurances at Thane-2 under

No.789-1998 on 29-10-1998 and had taken actual possession of the SAID FLAT.

By an Agreement for Sale Dated 13-10-2007 entered between MRS. RANJANA SHEKHAR PARELKAR AND 1)MRS. ARCHANA A. BAROT 2) MR. YATIN C. BAROT, who had purchased and acquired all rights, title and interest in respect of the SAID FLAT at and for the total consideration set out therein and on the terms and conditions mentioned therein and lodged for registration at the office of the Sub-Registrar of Assurances at Thane under No.TNN10-09147-2007 on 19-10-2007 and had taken actual possession of the SAID FLAT.

By an Agreement for Sale Dated 01-10-2009 entered between 1)MRS. ARCHANA A. BAROT 2)MR. YATIN C. BAROT AND 1)MR. PANKAJ PRAVINCHANDRA CHOVIATIA 2)MRS. DEEPAJI PANKAJ CHOVIATIA, who had purchased and acquired all rights, title and interest in respect of the SAID FLAT at and for the total consideration set out therein and on the terms and conditions mentioned therein and lodged for registration at the office of the Sub-Registrar of Assurances at Thane under No.TNN10-7706-2009 on 01-10-2009 and had taken actual possession of the SAID FLAT.

WHEREAS, LATE MR. PANKAJ PRAVINCHANDRA CHOVIATIA died on 13-05-2016 and left behind only Two Legal Heirs including, MRS.

DEEPALI PANKAJ CHOVIATIA(Wife) & MR. AKASH PANKAJ CHOVIATIA (Son) and being the legal heir/lawful representative of the said deceased, who had released, relinquished and surrendered all his inheritance joint rights, title and interest by executed a Release Deed Dated 29-08-2022 duly registered at the office of the Sub-Registrar of Assurances at Thane under No.TNN4-14511-2022 on 29-08-2022 in favour of MRS. DEEPALI PANKAJ CHOVIATIA and the said MRS. DEEPALI PANKAJ CHOVIATIA had completed all requisite formalities as per the M.C.S.Act, 1960 & Bye-Laws of said society and submitted an application along with relevant documents to the said society require for the membership and said society accepted and admitted her a legal and lawful sole member and sole owner of the SAID FLAT and had taken actual possession of SAID FLAT.

By an Agreement for Sale Dated 07-10-2022 entered between MRS. DEEPALI PANKAJ CHOVIATIA AND MR. ANIKET ANANT SHETYE (**here referred to as the TRANSFEROR**), who had purchased and acquired all rights, title and interest in respect of the SAID FLAT at and for the total consideration set out therein and on the terms and conditions mentioned therein and lodged for registration at the office of the Sub-Registrar of Assurances at Thane under No.TNN10-16423-2022

on 07-10-2022 and had taken actual possession of the SAID FLAT and till this day is in occupation of the SAID FLAT.

WHEREAS, the TRANSFEROR is the legal, lawful and absolute owner of FLAT NO.204 ON THE SECOND FLOOR OF BUILDING NO.C-59 KNOWN AS AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD. situated at BLDG.NO.C-58/59, SECTOR-9, SHANTI NAGAR, MIRA ROAD(EAST), THANE-401107

AND, the TRANSFEROR is legal and lawful member of AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD., of premises in the building referred to herein above and registered under the provision of MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960 under No.TNA/(TNA)/HSG/(TC)/5413/1992-1993/Dt:07-11-1992 with its registered office at the same building, and WHEREAS such member is registered shareholder, holding Shares Certificate No.032/Dt:07-09-1993 of five fully paid up shares of Rs.50/=each, bearing distinctive no. from 156 to 160 (both inclusive) for the total face values of Rs.250/=of the SAID SOCIETY standing in his name AND whereas such member and shareholder, the TRANSFEROR has full rights, title, share, interest and possession of the SAID FLAT in the said society' s building.

AND, the TRANSFEREES approached to the TRANSFEROR with an intention to purchase the SAID FLAT and after various meetings and negotiations between both the parties, the TRANSFEROR has agreed to sell, transfer and assign to the TRANSFEREES and the TRANSFEREES have agreed to purchase, acquire from the TRANSFEROR, the SAID FLAT being FLAT NO.204 ON THE SECOND FLOOR OF BUILDING NO.C-59 KNOWN AS AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD. situated at BLDG.NO.C-58/59, SECTOR-9, SHANTI NAGAR, MIRA ROAD(EAST), THANE-401107 with the fixtures, fittings and amenities provided therein by the Builders for the **Agreed Consideration** of **RS.49,00,000/=(RUPEES FORTY-NINE LAKHS ONLY)** and the parties hereto are desirous of executing this Agreement for Sale in respect thereof.

AND, the TRANSFEREES are desirous of acquiring the rights, title and interest of the SAID FLAT with all deposits and contributions made by the TRANSFEROR with various local authorities including Adani Electricity Mumbai Ltd./Tata Power Company Ltd., for the beneficial, enjoyment and occupation of the SAID FLAT.

AND, the TRANSFEROR has agreed to sell, assign and transfer to the TRANSFEREES all the said shares and rights of the SAID FLAT and handover vacant possession of the SAID FLAT to the TRANSFEREES at and for the **Agreed Consideration** of **RS.49,00,000/=(RUPEES FORTY-NINE LAKHS ONLY)** with all deposits and contributions made by the TRANSFEROR either through the builders or the society with various local authorities including Adani Electricity Mumbai Ltd./Tata

Power Company Ltd., for the beneficial, enjoyment and occupation of the SAID FLAT.

AND, the TRANSFEREES have agreed to purchase the said shares and rights of the SAID FLAT with all deposits and benefits thereof at and for the total consideration as previously mentioned and to get the membership and the said shares transferred in their names with permanent right of use and occupation of the SAID FLAT.

NOW THIS AGREEMENT WITNESSETH AND HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED, AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1). The TRANSFEROR shall sell, assign and transfer all the said shares and rights of the SAID FLAT with all deposits and benefits thereof to the TRANSFEREES at and for the **Agreed Consideration** of **RS.49,00,000/= (RUPEES FORTY-NINE LAKHS ONLY)** and the TRANSFEREES shall pay to the TRANSFEROR the entire amount of Agreed Consideration in the following manners:

RS._____/=the TRANSFEREES hereby paid to the TRANSFEROR on/
or before execution hereof as and by way of Part

Payment of

Agreed Consideration

RS._____/=the TRANSFEREES shall pay to the TRANSFEROR on/or
before _____ as and by way of Full & Final Payment

of Agreed Consideration through Housing Loan Scheme

of

Any Banks, Financial Institutions or Any Other Sources

The TRANSFEROR hereby admit and acknowledge to have received the said sum of RS. _____/=(RUPEES _____ ONLY) being Part Payment out of Agreed Consideration and the TRANSFEROR shall acquit, release and discharge every part thereof to the TRANSFEREES forever only on receipt of the Balance amount of Agreed Consideration as mentioned hereinabove.

2) The TRANSFEROR declares that all the amounts pertaining to the SAID FLAT and the said shares are fully paid up and no dues of any nature whatsoever in respect thereof, is payable to the said builders or the said society and also agrees and undertakes to pay all dues, if any, to the said society or any other authorities including the deficiency in payment of stamp duty, registration charges, municipal taxes, electricity charges, water charges or any penalty thereof for the period until possession of the SAID FLAT handed over to the TRANSFEREES.

3) The TRANSFEROR declares that he has obtained necessary permission from the said society, as required under the Rule 38(a) of the Bye-Laws of the said society, to transfer all his rights, title and interest in respect of the SAID FLAT, including shares and deposits in favor of the TRANSFEREES, and agrees and undertakes to co-operate and assist with the TRANSFEREES perfectly and effectively transferring the SAID FLAT with all benefits thereof unto the TRANSFEREES.

4) The TRANSFEROR declares that he has full right, absolute power and authority to sell, assign and transfer to the TRANSFEREES all his rights, title and interest in respect of the SAID FLAT and that no other person or persons has/have any right, title, 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, gift, trust, lien or tenancy or otherwise over the SAID FLAT and the SAID FLAT is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agrees and undertakes to indemnify and keep indemnified to the TRANSFEREES against all such acts, actions, claims, demands, proceedings, costs and expenses arising from any third person or persons relating to the SAID FLAT.

5) The TRANSFEROR hereby agrees and undertakes that immediately on receipt of the Balance Amount of Agreed Consideration as mentioned in clause-(1) herein he shall handover peaceful vacant possession of the SAID FLAT to the TRANSFEREES along with all relevant documents including bills, receipts, vouchers, correspondences etc., standing in his name and also agrees to handover the Original Chain of Agreements for Sale.

6) The TRANSFEROR declares that on and after execution hereof and/or on receipt of Balance Amount of Agreed Consideration and/or on given possession of the SAID FLAT to the TRANSFEREES, thereafter the TRANSFEREES shall be exclusive owners of the rights, title and interest in respect of the SAID FLAT which the TRANSFEROR has in the SAID FLAT and then the TRANSFEREES shall peacefully hold possess,

occupy and enjoy the SAID FLAT without any let, hindrance, denial, demand, interruption, eviction or claim by the TRANSFEROR or any other person or persons lawfully or equitably claiming through under or in trust of the TRANSFEROR.

7) The TRANSFEROR hereby agrees and undertakes to execute all further agreement, conveyance, affidavits, undertakings and forms etc., in favor of the said society/builder for perfectly and effectively transferring the SAID FLAT with all benefits thereof including all amount standing to the credits of the TRANSFEROR in the records of the said society/builder towards deposits, loan stock bonds, sinking funds, dividend etc., unto the TRANSFEREES.

8) This Agreement has been concluded between the parties hereto on the basis of the representation of the TRANSFEROR that his Agreement with his Predecessors for purchase of the SAID FLAT and his membership with the said society are valid and subsisting and no notice of requisition or acquisition of the SAID FLAT or termination of membership has been received by him. The TRANSFEREES declare that they have inspected all the documents in respect of the SAID FLAT and fully satisfied thereof.

9) All expenses incidental to this Agreement including Cost of Agreement, Stamp Duty, Registration Fees & Charges, Legal Expenses etc., if any payable on this Agreement shall be borne and paid by the TRANSFEREES, who shall also observe and perform all stipulations and rules laid down by the Co-operative Housing Society Limited in relation to the occupation and use of the SAID FLAT in the society and

shall pay and contribute regularly and punctually towards the maintenance, taxes, expenses or other outgoings in respect of the SAID FLAT as and when due from the date of possession.

10) This Agreement for Sale executed subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and subject to the Rules and Regulations of the Co-operative Housing Societies governed by the Maharashtra Co-operative Societies Act, 1961

11) The Transfer Fees payable to the said society on this Agreement shall be borne and paid equally by the TRANSFEROR AND the TRANSFEREES. In addition, the TRANSFEROR shall obtain NO OBJECTION CERTIFICATE in favor of the TRANSFEREES at the earliest.

:THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:

Residential Premises being FLAT NO.204 admeasuring area 390 SQ. FT. (BUILT UP) equivalent to 36.24 SQ. MTS. (BUILT UP) ON THE SECOND FLOOR OF BUILDING NO.C-59 KNOWN AS AKASHDEEP SHANTINAGAR CO-OPERATIVE HOUSING SOCIETY LTD. situated at BLDG.NO.C-58/59, SECTOR-9, SHANTI NAGAR, MIRA ROAD (EAST), THANE-401107 ON ALL THAT PIECE or parcel of land or ground lying being and situate at **Village Penkarpada and Taluka and District of Thane within the limits of Mira-Bhayandar Municipal Corporation and in the Registration District and Sub-District of Thane and bearing **Old Survey No.209, New Survey No.41****

BUILDING COMPRISE GROUND + FOUR UPPER FLOORS

IN WITNESS WHEREOF THE TRANSFEROR AND THE TRANSFEREES
HERETO AND HEREUNTO SET AND SUBSCRIBED, THEIR RESPECTIVE
HANDS TO THESE PRESENTS ON THE DAY, MONTH AND THE YEAR
FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING
WITNESSES:

SIGNED & DELIVERED by the within named

The VENDOR/SELLER/TRANSFEROR

MR. ANIKET ANANT SHETYE) _____

In the presence of _____

SIGNED & DELIVERED by the within named

The VENDEES/PURCHASERS/TRANSFEREES

1) MR. DINESH SHANTARAM KALAMKAR) _____

2) MRS. SIDDHI DINESH KALAMKAR) _____

In the presence of _____