**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE AND TRANSFER is made and entered into at Mumbai this \_\_ day of November, 2024.

**BETWEEN**

**MR. JAYESH VASUDEV DHURI**, Age- 32 years, An Adult, Indian Inhabitant, Having pan no-BDQPD7395Q, owner of Flat no 16, Third floor, B wing, Building no 65, Govardhan Nagari Nivara Co-Op Hsg Soc Ltd, Nagari Nivara Parishad, Zone no 2, Gen. A. K. Vaidya Marg, Goregaon (East) Mumbai-400065, hereinafter called the **“TRANSFEROR”** (which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include his legal heirs, executors, and administrators) of the **FIRST PART**;

**AND**

**MISS. ASMITA DIGAMBAR PARSEKAR**, Age-28 years, an Adult, Indian Inhabitant, having pan no-CUHPP4890G, Having address shivshakti Rahivasi Seva Sangh, Gen. A. K. Vaidya Marg, Al Ahamar Bakery, Jaybhim Nagar, Mumbai-400065, hereinafter referred to as the **“TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs, executors, administrators, and assigns) of the **SECOND PART**:

**WHEREAS: -**

The Transferor is well sufficiently entitled to seized and possessed of Flat no 16, Third floor, B wing, Building no 65, Govardhan Nagari Nivara Co-Op Hsg Soc Ltd, Nagari Nivara Parishad, Zone no 2, Gen. A. K. Vaidya Marg, Goregaon (East) Mumbai-400065, bearing City Survey No.827/C of Village-Malad, Mumbai Sub-Urban District.

Whereas by Agreement dated 12th September 1996 registered under serial no-P-BDR-2/3836/96 on 19/10/96 executed between The Transferors/Trusties 1] SHRI. PADMAKAR BALKRISHNA SAMANT, 2] SMT. MRINAL KESHAV GORE, 3] SMT. KAMAL VASANT DESAI, 4] SHRI VASANT PANDURANG SHIRALI, 5] SHRI SHRIDHAR SHANKAR NAKHAREKAR and 6] SHRI GOVARDHAN NATH RAMCHANDRA NEVREKAR, all Trustees of NAGARI NIVARA, a Public Trust, registered under the Bombay Public Trust Act, 1950 and SMT. VAISHALI SUDHAKAR SAWANT (Purchaser therein), purchased the said Flat for the consideration/amount as mentioned in the said Agreement.

AND WHEREAS by Agreement dated 10th November, 2020 register under serial no-BRL-9-8153-2020 executed between SMT. VAISHALI SUDHAKAR SAWANT, and transferor, transferor has purchased said flat from SMT. VAISHALI SUDHAKAR SAWANT. Before registration of said agreement transferor has taken prior permission from Ld. Collector Office Bandra for transfer/regularized said flat to his name. As per order dated-3/11/2020 order no- C/KARYA-7C/KAVI-251/2020 Ld. Collector Office, Bandra has given permission to transfer the said flat to the name of transferor i.e. MR. JAYESH VASUDEV DHURI. Since then, Transferor herein has been in exclusive use, occupation, and possession of said flat as the owner thereof.

1] The Transferor have represented to the Transferee: -

a] That the Transferor is member of the Govardhan Nagari Nivara Co-Op Housing Society Ltd, a Society registered under the Maharashtra Co-operative Societies Act, 1960, society registered under serial no- MUM/WP/HSG/TC/11547/2001-2002/YEAR 2002.

b] The Transferor is in actual physical & vacant possession of said Flat and original share certificate No. 32 of five shares of Rs.50/-each number from 156 to 160 issue by Govardhan Nagari Nivara Co-Op Housing Society Ltd.

c] The Transferor has paid all the Society dues up to date and there are no outstanding dues of the Society in respect of said Flat.

d] The Transferor has not violated any of the provisions of the bye- laws of the Society nor there any subsisting breach thereof.

e] The Transferor has taken home loan from ICICI BANK.

f] There is no attachment in any government dues on the said Flat.

g] The Transferor has not committed any act of insolvency.

h] There are no facts within the personal knowledge of the Transferor which may be an impediment or obstruction to the transfer of the Transferor right, title, interest in the said Flat and which the Transferee cannot with reasonable diligence discover.

i] The Transferor has not executed any previous sale agreement in respect of the said Flat with any transfer nor has received any money either by way of advance for intended transfer or alienation thereof.

2) AND WHEREAS relying upon the aforesaid representations of the Transferor and relying upon him to be true and acting on the faith thereof and in consequence of negotiations between the parties hereto, the transferor has agreed to sell, assign, and transfer all his right, title, claim and interest in the said Flat together with right in the share capital of the said Society in favor of the Transferee at and for lump-sum consideration of **Rs. 45,00,000/-Rs. Forty-Five Lakhs Only/-**  and upon the terms and conditions mutually agreed by and between the parties hereto.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

 3. In the total consideration Transferee shall pay to the Transferor a sum of **Rs. 45,00,000/-Rs. Forty-Five Lakhs Only/-**  as under:

i) Rs. \_\_\_\_\_\_\_\_\_\_\_\_ Only/- shall pay by the Transferee to the Transferor by way of cheque towards part payment before the execution of this Agreement for Sale.

ii) Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only/- shall pay by Transferee to the Transferor within 20 to 30 working days after receiving mortgage permission from collector office, Bandra by obtaining home loan from any financial institution.

4. The Transferor hereby agreed to sell, assign, and transfer all his right, title and interest in immovable property being a residential Flat no 16, Third floor, B wing, Building no 65, Govardhan Nagari Nivara Co-Op Hsg Soc Ltd, Nagari Nivara Parishad, Zone no 2, Gen. A. K. Vaidya Marg, Goregaon (East) Mumbai-400065, hereby release, relinquish and surrender right, title, interest and claim in respect of the said Flat for residence and also the Transferor right in the Share Capital of Govardhan Nagari Nivara Co-Op Housing Society Ltd, all which premises hereinafter referred to as “the said flat” for the sake of brevity only.

5] It shall be the responsibility of the Transferor to obtain Society Noc for transfer of said Flat from Govardhan Society.

The costs, charges and the expenses including transfer fees, donation shall be borne by the Transferor as well as Transferee.

6] The Transferee shall use the said Flat for the purpose of residence in accordance with the Bye-laws of the Society.

7] The Transferee shall apply for admission to the membership of the Society and shall make necessary contribution for the Share Capital.

8] The said Flat has been inspected prior to the execution of this agreement by the Transferee.

9] All the Society’s dues towards proportionate share of maintenance and outgoing etc., in respect of the said Flat up to the date of receipt of full & final payment of this agreement shall be borne by and paid by the Transferor. The Transferor hereby indemnify the Transferee and agree to keep him indemnified saved and harmless against any demand, action, claim or proceedings whatsoever from the society in respect of any dues payable in respect of the said Flat unto the date of receipt of full payment.

10] The Transferor shall agree and undertake to handover vacant and peaceful possession of the said flat to the Transferee upon receipt of full and final consideration of Rs. 45,00,000/-Rs. Forty-Five Lakhs Only/- .

11) For any reason if Transferee fails to obtain housing loan from any financial institution, then by mutual consent further time for completion of payment time will be extended.

12) The Transferor shall clear all the arrears, outgoings, municipal taxes, electricity charges, dues prior to the possession of the said Flat and shall hand over all original relevant documents in respect of the said Flat including Maintenance bills etc. standing in his name and agrees to handover all the original agreements, share certificate of the said flat to the Transferee after the registration of the said flat.

13) It has been expressly agreed by the parties herein, as far as the above given balance payment is concerned. The transferor has been informed and fully aware that Transferee is availing of housing loan from banks/ institution and for that purpose the Transferor shall co-operate with Transferee and obtain all such papers, documents, and NOC of society (No Objection Certificate) from the said Govardhan Nagari Nivara Co-operative Housing Society Ltd which may be required by banks/institution for disbursement/ sanction of the housing loan amount in favor of Transferee.

14) If the Transferee fails to pay the balance agreed sale consideration within given time and as mentioned in para 3, after due date then the Transferee shall be entitle to grace period of further 15 days, however if the Transferee fails to make the payment of balance consideration amount within the given grace period then this agreement shall be cancelled and the amount received by the Transferor shall be refunded back to the Transferee within 6 months (as per both parties mutual consent) and no claim thereafter will be entertained in this regard and the Transferor shall be free to sell, transfer the above said flat to whomsoever he want without the concern of the Transferee.

15) It is expressly agreed by both the parties herein, due to willful default of any of the parties herein for any act, deed mentioned above both have rights, to take lawful action as per SPECIFIC RELIEF ACT.

16) The Transferor hereby assure, state, declare and covenant with the Transferee:

 (a) That the transferor herein confirms that the above said agreements, executed between the NAGARI NIVARA TRUST and SMT. VAISHALI SUDHAKAR SAWANT AND Agreement between SMT. VAISHALI SUDHAKAR SAWANT and MR. JAYESH VASUDEV DHURI herein is legally, valid, exercising, subsisting and the transferor herein has quiet, vacant, and peaceful possession of the said flat.

 (b) That, the said Flat is free from all types of encumbrances, lien, liabilities, claims and demands of any nature whatsoever, including notice of lispendens.

 (c) That, no suit is pending in respect of the said Flat nor therein an attachment, proceedings going on, nor the said flat is subject to any legal charges, attachment, lien, claim in favor of anybody or public authority, local body and no taxes, dues, rate, and levies are pending and there is no litigation of any other nature whatsoever of any person/s against them in respect of the above said flat.

 (d) That, after the possession of this Flat the Transferee is entitled to hold, possess, occupy, and enjoy the said Flat without any interruption, hindrance, denial, demands and eviction from the Transferor herein or from any other person/s.

 (e) The Transferor do hereby agree to execute or cause to be executed at the request and costs of the Transferee all such further and other acts, deeds, matters and things in law whatsoever as may be required by the Transferee or his Counsel at Law for better and more perfectly transferring, conveying, and assigning the said Flat Premises in favor of the Transferee.

 (f) The Transferor is not restrained either under the Income Tax Act or any other Statute of Law for the time being in force from dealing with or disposing of the said Flat or any part thereof to the Transferee in any manner whatsoever.

 (g) The Transferor have not been adjudicated insolvent nor he has committed any Act of insolvency nor there is any order of any Court or Authority restraining the Transferor from entering this Agreement/Deed.

17) The Transferor do hereby covenant with the Transferee that Transferor shall pay to the Society all taxes and outgoing in respect of the said Flat till the possession of the said Flat is delivered to the Transferee by the Transferor and if any amount such as property tax, maintenance and outgoing is found due & payable by the Transferor period prior to the date of delivery of possession of the said Flat Premises, the same shall be paid by the Transferor.

18) The Transferee herein assure, state, and declares that he will observe, perform all the terms, conditions and obligations contained in the present Agreement for sale and the Bye-Laws of the society as amended from time to time.

19)The Transferor hereby further covenants that he shall submit all the necessary papers with the society to get the said Flat and Share Certificate No. 32 which is issued by Govardhan Nagari Nivara Co-Op Housing Society Ltd in order to transfer the same in favor of Transferee.

20) The Transferor and the Transferee hereby further confirm, covenant, and declare that both has entered into this Agreement for Sale/Sale Agreement/Transfer Deed after going through the terms, conditions, and obligations and with the full knowledge and have fully understood the same in letter and spirit.

21) The Transferor does hereby indemnify the Transferee against all losses or claims made against or in respect of the said flat relating to the period prior to the date hereof and agrees to keep Transferee indemnified against all such third-party claims, losses, and damages which Transferee may have to incur or suffer on account of any defect in title of the said Flat.

22) The Stamp Duty and registration charges payable, if any, in respect of the transfer stipulated herein shall be borne and paid by Transferee only.

23) The Transferee shall be entitled to have and hold the said flat for unto and to the use and benefit of the Transferee, his heirs, executors, administrators and assigns forever and without any claim, charge, interest, demand or lien of the Transferor or any person or persons claiming through him.

24) The Transferor shall give to the Transferee all the documents relating to the title of the said Flat in his possession and all the forms duly signed and endorsed and shall undertake from time and at all times hereafter at the request and costs of the Transferee or their heirs, executors, administrators to do and execute or procure all documents and such deeds and writing whatsoever for the assurance in law for better and more perfectly transferring the right, title, interest in the said Flat and every part thereof and the said Shares to the use and benefit of the Transferee as aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands this \_\_\_ day of November, 2024.

**SCHEDULE OF THE PROPERTY**

Residential Flat no 16, Third floor, B wing, Building no 65, Govardhan Nagari Nivara Co-Op Hsg Soc Ltd, Nagari Nivara Parishad, Zone no 2, Gen. A. K. Vaidya Marg, Goregaon (East) Mumbai-400065, admeasuring about 205.753 sq. ft. carpet and 280.341 sq. ft. built up area along with Share Certificate No. 32, issued by Govardhan Nagari Nivara Co-Op Housing Society Ltd, Bearing C.T.S. No.827/C of Village-Malad, Mumbai Sub-Urban District. Building having ground plus three floors without lift, Year of the construction of the building is 1999.

SINGED AND DELIERED by the )

Within named “**THE TRANSFEROR**” )

**MR. JAYESH VASUDEV DHURI** )

In the presence of ………………………… )

1.

2.

SIGNED AND DELIVERED )

By the within named “**THE TRANSFEREE**” )

**MISS. ASMITA DIGAMBAR PARSEKAR )**

In the presence of ………………………… )

1.

2.

**RECEIPT**

RECEIVED from the within named, the Transferee, in Agreement for sale, A sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only/- by cheques payment towards the part payment for sale of Flat no 16, Third floor, B wing, Building no 65, Govardhan Nagari Nivara Co-Op Hsg Soc Ltd, Nagari Nivara Parishad, Zone no 2, Gen. A. K. Vaidya Marg, Goregaon (East) Mumbai-400065, out of total agreed consideration of Rs. 45,00,000/-Rs. Forty Five Lakhs Only/-.

Payment details are as follow: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SR. NO. | BANK NAME & BRANCH | CHEQUE NO/NEFT NO- | DATE  | AMOUNT |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
|  |  |  | **TOTAL**  |  |

 **I say received,**

 **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only/-**

 **MR. JAYESH VASUDEV DHURI**

 **TRANSFEROR**

**In the presence of Witnesses:** -

1)

**2)**