

G HATIOPAR
CUST Name: PREM NATH MHASANE

AGREEMENT FOR SALE

THIS AGREEMENT is made at **Dombivli, Tal. Kalyan** on the 26th day of October 2024.

BETWEEN

M/S. SHIVSHANKAR DEVELOPERS a partnership firm through its partner **MRS.VANDANA RAJESH MORE**, having her Office at Rajvand Bungalow, Reti Bander Road ,Dombivli (West) 421 202, hereinafter referred to as of the **THE TRANSFEROR**. (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors and administrators).

AND

MR. PREMNATH MARUTI MASANE, (Pan No. AUKPM1345E), aged about 35 years, Indian Inhabitant, Occupation **Service**, residing at Room No. 701, Sundara Palace Bldg. No. 3, Anandnagar Road, Opp. Himalay Ashish, Dombivli (West), Tal. Kalyan, Dist. Thane - 421202 , hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assigns);

WHEREAS THE TRANSFEROR has proposed to construct on the a new multistoried buildings Ground floor level and 7 Upper floors known as **SUNDARA PALACE** situated at **Anandnagar Road, Opp. Himalay Ashish, Dombivli (West), Tal. Kalyan, Dist. Thane – 421202** & the Transferor alone has the sole and exclusive right to sell the Flats. The Transferor decided to sell the **Flat No. 701, SUNDARA PALACE Building No. 3** admeasuring about 625

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sq. ft. (Built up) area to the Transferee. (more particular described in the schedule hereinafter referred to as "the said Flat")

AND WHEREAS the TRANSFEROR are absolutely seized and possessed of and is otherwise well and sufficiently entitled as the owner of the said Flat.

AND WHEREAS the TRANSFEROR have agreed to sell and transfer and the TRANSFEREE have agreed to purchase all right, title and of the TRANSFEROR in the said Flat and the said Shares and the right of occupation of the said Flat of the said Society including his right, title and in the said Flat for a total sale consideration of **Rs. 40,00,000/- (RUPEES FORTY LAKHS ONLY).**

AND WHEREAS the Parties hereto have agreed to record the Terms and Conditions on which the TRANSFEROR have agreed to sell and the TRANSFEREE have agreed to purchase and acquire the right, title and of the TRANSFEROR in the said Flat including the said shares of the TRANSFEROR in the said Society;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The TRANSFEROR hereby agree to transfer to the TRANSFEREE and the TRANSFEREE hereby agree to purchase and acquire all the right, title and of the TRANSFEROR in the said building including the said Flat No. **701, 7th FLOOR, SUNDARA PALACE Building No. 3, Anandnagar Road, Opp. Himalay Ashish, Dombivli (West), Tal. Kalyan, Dist. Thane – 421202** and admeasuring about 625 square Ft. Built up of Constructed Flat with land Admeasuring **1400**

Square Meter. The TRANSFEROR have also agrees to transfer all the right of the TRANSFEROR as to the use, occupation and enjoyment and Flat of the said F together with all rights, title and of the TRANSFEROR in the said Society, and The Transferor agrees to transfer the said Flat & shares to the TRANSFEREE for a total consideration of **Rs. 40,00,000/- (FORTY LAKHS ONLY) .**

2. The said consideration of **40,00,000/- (FORTY LAKHS ONLY).** to be paid by the TRANSFEREE to the TRANSFEROR in the manner hereinafter mentioned:
 - a. **Rs. 15,00,000/- (Rupees Fifteen Lakh Only) has been** paid before the execution of this agreement as Earnest Money or Deposit (the receipt whereof the TRANSFEROR hereby admit and acknowledge in the presence of witnesses);
3. The TRANSFEROR have represented to the TRANSFEREE:
 - a. That the TRANSFEROR have paid all the dues and outgoings in respect of the said Flat up to date.
 - b. The TRANSFEROR will hand over the vacant & peaceful possession of the said Flat to the TRANSFEREE immediately after registration of Property and after receipt of full and final payment and give possession letter at the same time to the TRANSFEREE.
 - c. That the said Flat is free from any kind of encumbrances.
 - d. That the said Flat and shares belong to the TRANSFEROR absolutely and that no other person/s have any right, title or whatsoever therein by way of gift exchange, mortgages,

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charges, lien, sale, inheritance, lease or otherwise in the said shares / said flat.

- e That notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the TRANSFEROR or any person/s lawfully or equitably claiming by, through or in trust the TRANSFEROR has full right, power and absolute authority to sell or transfer to the TRANSFEREE the said Flat and the TRANSFEROR have full right, title and in the said shares and that the TRANSFEROR have not done any act of omission or commission whereby the ownership, possession and/or occupation of the said shares of the TRANSFEROR may be rendered illegal and/or unauthorized for any reason or on any account.
- f. That TRANSFEROR shall obtain the necessary No Objection Certificate from the said Society for transfer, and sale of the interest of the **TRANSFEROR** in the said Society, as well as the right, title and of the TRANSFEROR in the said Flat to the TRANSFEREE and also to the admission of the TRANSFEREE to the membership of the said Society in place of the TRANSFEROR when the TRANSFEROR herein is completed by delivering the vacant and peaceful possession of the said flat to the TRANSFEREE.
- e. On payment of the full purchase price herein received, the TRANSFEREE shall be entitled to full free vacant and peaceful possession of the said Flat.
- f. The TRANSFEROR have represented to the TRANSFEREE that

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the total transfer fee/ transfer premium/ donation payable to the said Society for transfer of the said flat/ said shares of the said society in the name of the TRANSFEREE shall be borne and paid by TRANSFEROR / both the parties equally/ TRANSFEREE.

4. The TRANSFEROR declares and covenants with the TRANSFEREE that the said Flat and his share are free from encumbrances of any nature whatsoever and that the TRANSFEROR have full right, title and in the said Flat and has full right and authority to assign and transfer his entire in the said Society including the said Flat and the said Shares to the TRANSFEREE.
5. The TRANSFEROR covenants and assures the TRANSFEREE that his Membership of the said Society is subsisting and is in full force and has not been terminated.
6. The TRANSFEREE covenants, with the TRANSFEROR that he shall always abide by the Rules, Regulations and Bye-laws of the said Society and shall pay the municipal taxes and maintenance charges in respect of the said Flat from the day the TRANSFEROR delivers possession of the said Flat to the TRANSFEREE. It is specifically agreed by and between the parties that till the said Flat is transferred in the name of the TRANSFEREE, the TRANSFEREE shall not be liable to pay any maintenance charges in respect of the said Flat to the said Society and the same shall be borne by the TRANSFEROR.

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7. It is agreed between the TRANSFEROR and the TRANSFEREE that the expenses for stamp duty on these presents or on final sale deed/ transfer deed and registration charges in respect of this transfer shall be borne and paid by the TRANSFEREE alone and the TRANSFEROR shall not be liable to pay the same or any part thereof. However, the stamp duty or duties and charges in respect of all previous transfers in respect of the said flat shall be the responsibility of the TRANSFEROR.
8. The TRANSFEROR shall sign and execute any deed or writing as well as all other papers and documents as may be required by the TRANSFEREE for transferring the said Flat and the said shares to the name of the TRANSFEREE in pursuance of this Agreement and payment of the balance sale consideration.
9. The TRANSFEROR undertake to hand over all the documents including share certificate, transfer forms, receipts, papers concerning the said Flat to the TRANSFEREE against the receipt of the purchase consideration of **Rs. 40,00,000/- (Rupees Forty Lakhs Only)**
10. The TRANSFEROR undertake to do and to execute all acts, deeds, matters and things as are or may be necessary, proper or expedient for the purpose of fully and effectually transferring the said Flat and the said Shares of the said Society to and in favor of the TRANSFEREE in the record of the said Society to enable the TRANSFEREE to have and to hold the said Flat and the said Shares absolutely.
11. It is agreed that in the event of any delay or default by the TRANSFEREE in making payment of the balance consideration

on the due date, and the TRANSFEROR are ready to complete the transaction, the TRANSFEROR shall give seven days' notice in writing to the TRANSFEREE and if the TRANSFEREE fails to make payment within such notice period, then and in that event this Agreement shall stand terminated.

- 12.** In the event there is any delay or default on the part of the TRANSFEROR in performing his part of the contract then the TRANSFEREE shall be entitled to specific performance of this Agreement together with right to claim all costs, charges, expenses and losses suffered by the **TRANSFEREE** from the **TRANSFEROR**.

SECOND SCHEDULE OF PROPERTY

Flat No. 701, 7th FLOOR, SUNDARA PALACE Building No. 3, Anandnagar Road, Opp. Himalay Ashish, Dombivli (West), Tal. Kalyan, Dist. Thane – 421202

FIRST SCHEDULE OF PROPERTY

ALL that piece and parcel of land bearing following Survey Nos.

Old S.No.	Bhumapan No	Upvibhag No.	Area in sq.mtrs	sq.yards
322	207	1 (pt)	1400	1674
322	207	3	800	956

of Mouje Navagaon, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation within the Registration District Thane and Sub-Registration District Kalyan.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and on the day and the year first herein above stated.

SIGNED AND DELIVERED by the
Within named "**TRANSFEROR**"
M/S. SHIVSHANKAR DEVELOPERS
a partnership firm through its partner
MRS.VANDANA RAJESH MORE

}

SIGNED AND DELIVERED by the
Within named "**TRANSFeree**"
MR. PREMNATH MARUTI MASANE

}

RECEIPT

Received of and from the within named TRANSFeree
MR. PREMNATH MARUTI MASANE a sum of **Rs. 15,00,000/-**
(RUPEES FIFTEEN LAKHS ONLY) as earnest money for the
transfer of the said .

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MRS.VANDANA RAJESH MORE
TRANSFEROR

Witness:-

1. _____

2. _____



दस्तावेजांक व वर्ष: 857/2005

दुय्यम निबंधक: कल्याण 3

Wednesday, March 02, 2005

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

1:17:04 PM

Regn. 63 m.e

गावाचे नाव : नवागाव

- (1) दिलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो फी पट्टेदार ते नमूद करावे) मोबदला रू. 6,836,500.00
बा.भा. रू. 5,280,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: मौजे नवागाव मघिल 1)जुना सर्वे नं.322 हिंनं.1 पै, नविन सर्वे नं.207 हिंनं.1 पै, क्षेत्र 1400 चौ.मी.(2) जुना सर्वे नं.322 हिंनं.3 नविन सर्वे नं.207 हिंनं.3, क्षेत्र 800 चौ.मी. एकूण क्षेत्र 2200 चौ.मी. खुल्या जमिनीची मिळकत बाबत विकसित करारनामा.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) श्री. संकांत गणु म्हात्रे हे स्वतः करिता व अनंत गणु म्हात्रे, सुरेश गणु म्हात्रे, लहु मंगल्या म्हात्रे, हीसाबाई सुदाम म्हात्रे, सुंदराबाई गणु म्हात्रे या सर्वांचे कु.मु. म्हणून . . .; घर/फ्लॅट नं: -; गल्ली/रस्ता: रेती बंदर रोड; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मोठागाव ठाकुर्ली, डोंबिवली (प); तालुका: -; पिन: -; पॅन नम्बर: AJMPM 3671 L.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मॅ. शिवाजी शंकर इन्व्हेस्टर्स मार्फत मागीदार सी. वंदना राजेश मोरे . . .; घर/फ्लॅट नं: बी/15; गल्ली/रस्ता: दिनदयाळ रोड, ईमारतीचे नाव: ओम साई कृपा अपा; ईमारत नं: -; पेठ/वसाहत: आनंद नगर; शहर/गाव: डोंबिवली (प); तालुका: -; पिन: -; पॅन नम्बर: AEKPM 0468 A.
- (7) दिनांक करून दिल्याचा 02/03/2005
- (8) नोंदणीचा 02/03/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 857 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 88370.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शेर

दुय्यम निबंधक

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