## AGREEMENT FOR SALE

 **ARTICLES OF THIS AGREEMENT FOR SALE** is made and entered into at THANE on this \_\_\_\_ day of \_\_\_\_\_\_\_, 2024.

BETWEEN

**1) MR RATISH SHARAD JADHAV age** \_\_\_\_ years PAN NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitants, having FLAT NO. SHELAR HOSUE ROOM NO 2 NEAR TMC SCHOOL NO 16 KOPARI THANE EAST 400603 hereinafter referred to as **“THE TRANSFERORS”** (Which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors administrators and assigns) **THE PARTY OF FIRST PART**.

## AND

**MISS.POOJA LALCHANDRA YADAV** PAN NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having address FLAT NO 04 PLOT NO 15 SCE 7 SHREE NAGAR WAGLE ESTATE THANE WEST 400604 hereinafter called **“THE TRANSFERES”** (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 For Sale (Registered with the Sub-Registrar of THANE executed and the TRANSFERORS herein, the TRANSFERORS purchased and acquired all rights, title and interest in **Flat No.203,2ND FLOOR admeasuring** 450 **Sq. Ft. (BUILT UP)** in the society known as MATIS VILLA CO-OP HSG SOC LTD, standing on the property bearing lying, being and situated at **FLAT NO.203 2ND FLOOR MATIS VILLA CO-OP HSG SOC LTD NEAR ENGLISH SCHOOL MAJIWADE THANE WEST 400601** within the limits of THANE Municipal Corporation, and within the Registration District and Sub-District of BORIWALI which flat hereinafter referred to as the **“SAID PREMISES”**.

 **AND WHEREAS** the TRANSFERORS has made the entire payment of consideration to the Said MATIS VILLA CO-OP HSG SOC LTD, of such being on and thereupon, the TRANSFERORS has been put into the actual and physical possession of the Said Premises as the and absolute and lawful owner thereof.

 **AND WHEREAS** the TRANSFERORS are the bonafide member of MATIS VILLA CO-OP HSG SOC LTD, a society registered under **Registration No.** 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 TRANSFERORS are holding Five fully paid up shares of Rs.50/- each however, as the said society has not yet issued the share certificate, as the same is formed recently, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said Premises and have absolute right and power to hold, occupy and deal with and dispose of the said premises and every part thereof and to dispose of the same to any third party.

 **AND WHEREAS** the TRANSFERORS out of their own sweet will decided to sell the aforesaid flat on **OWNERSHIP BASIS**.

 **AND WHEREAS** the TRANSFEREES being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREES that :

1. That they are the absolute and lawful owner of the said premises and are a bonafide member of the said Society and no other person/s has/ have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose of the premises.
2. There are no suits, litigations, civil or criminal or any other proceeding pending as against the Seller / TRANSFERORS personally affecting the said premises.
3. There are no attachments or Prohibitory order as against or affecting the said premises and the said premise 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 TRANSFERORS have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.
4. The TRANSFERORS have not mortgaged the said Flat with any institutions and the said premises is free from all encumbrances, charges, lien, etc.
5. The TRANSFERORS have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFERORS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
6. The TRANSFERORS 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, leave and licence 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.
7. Neither the TRANSFERORS nor any of their predecessor 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.
8. The TRANSFERORS have good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFERORS and/or against the said premises or any part thereof.
9. The TRANSFERORS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code or under any other stature from disposing of the said premises or any part thereof in the manner stated in this Agreement.
10. The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the TRANSFEREES and the TRANSFERORS 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 flat 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 **Lumpsum Price / Consideration** of **Rs.69,00,000/- (Rupees Sixty Nine Lakh 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 TRANSFERORS 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 :-**

The TRANSFERORS 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 flat being **FLAT NO.203 2ND FLOOR admeasuring 450 Sq. Ft. (BUILT UP)** in the society known as **MATIS VILLA CO-OP HSG SOC LTD**, standing on the property bearing lying, being and situated at **FLAT NO.203 2ND FLOOR MATIS VILLA CO-OP HSG SOC LTD NEAR ENGLISH SCHOOL 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.69,00,000/- (Rupees Sixty Nine Lakh Only)**.

1. 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.

The TRANSFEREES have paid an amount of **Rs.1,00,000**/-(**Rupees One Lacs Only)** on or before execution hereof, as and by way of **Earnest Money Payment of Consideration**, as more particularly described in the Receipt hereunder written and the payment and receipt whereof, the TRANSFERORS hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREES from the payment thereof absolutely and forever. The TRANSFEREES have agreed to pay the **Balance Amount of Consideration** of **Rs.68, 00,000/- (Rupees Sixty Eight Lakh Only)**.

1. **within** 45 days from the date of registration of this Agreement and after obtaining loan / financial assistance from the Bank / financial institution.
2. After receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFERORS 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.
3. The TRANSFERORS, after receipt of full and final amount of consideration, now shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said flat through themselves or through their predecessors in title. The TRANSFEREES hereafter shall do all the needful in respect of the said flat to secure their title to the said flat and the TRANSFERORS shall keep the TRANSFEREES indemnified from all the liabilities and / or claim against the said premises.
4. The TRANSFERORS and TRANSFEREES shall make necessary application as contemplated in the Society’s Bye-Laws. The TRANSFERORS will also give the necessary resignation of the membership etc., in order to effectuate the legal transfer of the said premises and also the share certificate, in the name of TRANSFEREES and obtain the necessary sanction as per the bye laws, rules and regulations of the Society. Accordingly the TRANSFERORS have given a notice under Bye – Laws to the Society of their intention to transfer the said premises and seeking no objection for such transfer along with the consent of the TRANSFEREES. The transfer fees of the Society shall be borne by the TRANSFERORS and the TRANSFEREES in Equal proportions. The TRANSFERORS shall make an application for transfer of shares under bye-laws. The TRANSFERORS and TRANSFEREES shall also make application for Transfer of membership and for induction the TRANSFEREES as member under bye-laws. The TRANSFERORS and TRANSFEREES shall give undertakings, No Objections to the Society as required under bye-laws. The TRANSFERORS shall also hand over their previous Agreement, 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.
5. 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.
6. The TRANSFERORS hereby states, declares and confirms that the TRANSFEREES shall be entitled to get transferred the **Electricity Meter & MGL Gas Connection** installed in the said Premises to their name and the TRANSFERORS shall, if required, give their fullest co-operation in that regard.
7. 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 TRANSFERORS or any person on them behalf or who may claim through them or in trust for them, subject only on the part of the TRANSFEREES to pay the taxes, assessments, charges, duties or calls made by the Builders, Municipal Corporation, Government or any local authority or corporation or cooperative society in respect of the said premises.
8. The TRANSFERORS hereby declares that the said flat shall be made free from all encumbrances and liabilities arising in future pertaining to the period 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 flat, after taking the possession of the said premises.
9. The TRANSFERORS further declares that they have full right and absolute authority to enter into this agreement and that they have not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said flat is encumbered in any way or they 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 TRANSFERORS shall indemnify and keep indemnified the TRANSFEREES from any loss caused to the TRANSFEREES because of the defect in title.
10. The TRANSFERORS shall obtain the necessary no objection certificate from vysakh chs ltd to effectuate the legal perfect transfer of the said society has confirmed the above transfer of the flat and the said shares in respect of the said premises in favour of the TRANSFEREES herein.
11. 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 TRANSFERORS to the said society.
12. THE TRANSFERORS hereby agrees, assures and declares that there is no suit or litigation pending in any court of law in respect of the said flat.
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 TRANSFERORS hereby undertakes to render their fullest co-operation to the TRANSFEREES for legal, full, perfect and effectual transfer of the said flat in favour of the TRANSFEREES and further undertakes not to charges any extra consideration and / or charges etc. for the same.
14. The TRANSFERORS 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 TRANSFERORS and TRANSFEREES shall indemnify and keep indemnified the said society 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.

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# :: SCHEDULE ABOVE REFERRED TO ::

 **ALL THAT FLAT PREMISES** bearing **Flat No.203., 2nd FLOOR admeasuring** 450 **Sq. Ft. (BUILT UP)** in the society known as **MATIS VILLA CO-OP HSG SOC LTD**, standing on the property bearing lying, being and situated at **FLAT NO.203 2ND FLOOR MATIS VILLA CO-OP HSG SOC LTD NEAR ENGLISH SCHOOL MAJIWADE THANE WEST 400601 4 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 within named **“TRANSFERORS”** ]

**1) MR RATISH SHARAD JADHAV**

 ]

SIGNED SEALED AND DELIVERED ]

by the within named **“TRANSFEREES”** ]

**MISS.POOJA LALCHANDRA YADAV**

in the presence of …. ]

1)

2)

##### :: RECEIPT ::

1. RECEIVED of and from **1) MR.RATISH SHARAD JADHAV (TRANSFEREES)**, a sum of **Rs.1,00,000/- (Rupees One Lacs Only)** by Cheque being **Earnest Money Payment** **of Consideration** against the sale of **Flat No.203, 2nd FLOOR admeasuring** 450 **Sq. Ft. (BUILT UP)** in the society known as **MATIS VILLA CO-OP HSG SOC LTD**, standing on the property bearing lying, being and situated at **FLAT NO.203 2ND FLOOR MATIS VILLA CO-OP HSG SOC LTD NEAR ENGLISH SCHOOL MAJIWADE THANE WEST 400601**  as under :-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Cheque No.** | **Dated** | **Drawn On** | **Amount** |
| 01. |  |  |  |  |

**Subject to realization**.

 **Rs.1, 00,000/-**

 **WE SAY RECEIVED**

 **MISS.POOJA LALCHANDRA YADAV**

####  THE TRANSFERORS

#### WITNESSES :-

1)

2)