

**SALE DEED**  
**(FLAT NO. 501)**

**THIS DEED OF SALE, made and entered into at THANE on this \_\_\_\_\_ day of JANUARY 2025 by and between,**

**(1) MRS. SHILPA SANDIP BAPAT**, Age: 52 years, holding PAN NO. AKBPP9334M and AADHAAR NO.9927410774616;

**(2) MR SANDIP SURESH BAPAT**, Age: 44 years, holding PAN NO. AIBPB3519J and AADHAAR NO.969349945123, both residing at Flat No. 601, Sree Dutta Vihar CHS, B-Cabin Road, Behind Someshwar Mandir, Thane (West)-400602,

Both hereinafter collectively referred to as the **“TRANSFERORS/SELLERS”** (which expression shall, unless it be repugnant to the context or contrary, be deemed to mean and include their heirs, executors and administrators) **of the ONE PART;**

AND

- (1) **MR. SACHIN SURESH MORE** Age: 40 years, holding PAN NO. ASXPM3346C and AADHAAR NO. 9597574642;
- (2) **MRS UTTARA SACHIN MORE**, Age:34 years, holding PAN NO. CIHPM9805J and AADHAAR NO. 572704831898; BOTH residing at: Flat no.401, A-wing, Deepjyoti CHS, Veer Savarkar Marg, Naupada, Thane (West)- 4006022 hereinafter collectively referred to as the **"TRANSFeree/PURCHASER"** (which expression shall unless it be repugnant to the context or contrary, be deemed to mean and include her heirs, executors, administrators and assigns), of the **OTHER PART**;

#### **WHEREAS**

- A. **"M/S. Shree Suvidhanath Enterprises"** a **partnership firm** having its registered office at Genshkrupa Building, Gokhale Road, Naupada, Thane (W)-400602 (hereinafter referred to as "Developer") had developed the pieces and parcels of land bearing Survey Nos. 363A/2, Tika No.12, CTS NO.176(P) admeasuring 619.6 sq.mtrs. together with a piece and parcel of land admeasuring 70.02 sq. mtrs situated at Village Naupada, Taluka Thane, Dist. Thane, within the limits of Thane Municipal Corporation and within the jurisdiction of Registrar and Sub-Registrar of Assurances of Thane District, (hereinafter collectively referred to as **"Said Land"**) and thus obtained development rights therein.

- B. Whereas the Said Promoters/Developers have constructed a Residential Building upon said Land, popularly known as "**SOHAM**" vide **Sanctioned plans/Commencement Certificates** issued by Thane Municipal Corporation, viz:-VP No.S02/0057/09 dated 19.11.2010 in favour of M/s Architype Consultants (I) Pvt. Ltd. (Architect) and M/s M/s Suvidhanath Enterprises through partner Shri Navin Bauwa (owners) therein.
- C. The Thane Municipal Corporation has since issued a Full **Occupation Certificate/ Permission** bearing No. VP No.S02/0057/09/TMC/TDD/OCC/0077/13 dated 10/05/2013 to the Building SOHAM situated at Village Naupada, Thane (West);
- D. BY virtue of an Agreement for Sale dated 11<sup>th</sup> February 2011, executed and registered with the Office of Sub-Registrar of Assurances, Thane, under document no. TNN-5-01396/2011, **Sandeep Anant Kamerkar** and **Mrs Shalila Sandeep Kamerkar** (Purchasers therein), had jointly purchased and acquired residential premises from **Shree Suvidhanath Enterprises.**, (Promoters therein), for a valuable consideration, sold, transferred, and alienated to them a Residential Flat Premises bearing Flat No.501, 5<sup>th</sup> floor, admeasuring 437 sq.ft. carpet area (including balcony and passage) in a building known as SOHAM, lying being and situated at revenue village

Naupada, Panchpakhadi, Thane within the limits of Thane Municipal Corporation bearing City survey No. 176, Tika no.12 (pt), and within the jurisdiction of Registrar and Sub-Registrar of Assurances of Thane, District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the "**Said Flat**"),

- E. And whereas by and under an **Agreement for sale dated** 30<sup>th</sup> November 2013 executed and registered with the Office of Sub-Registrar of Assurances, Thane, under document no. TNN-1/8760/2013, **Mrs Shilpa Sandip Bapat** and **Mr Sandip Suresh Bapat** (the Purchasers therein/Transferors herein) had jointly purchased and acquired the said flat from **Mr Sandeep Anant Kamerkar** and **Mrs Shalila Sandeep Kamerkar** (Sellers/Transferors therein) for a valuable consideration, sold, transferred, and alienated to them the said flat along with shares therein.
- F. \_\_\_\_\_ Bank Ltd., has by its letter dated \_\_\_\_\_ has confirmed that the Transferors herein have fully repaid and satisfied the housing loan availed by them and that \_\_\_\_\_ Bank has no claim upon or over the Said Flat.
- G. The flat-purchasers of SOHAM building, have formed a Co-operative Society registered and incorporated under Maharashtra Co-operative Societies Act, 1960 in the name of "**SOHAM Co-operative Housing Society**

**Ltd.”** bearing Registration No. TNA/(TNA)/HSG/(TC)/25958-2014 (hereinafter referred to as the said society) and the Transferors are the only and exclusive members of Said Society and holding 5 (Five) fully paid up shares of Rs.50/- (Rupees Fifty) each with distinctive numbers 156 to 160 (both inclusive) issued Share Certificate No.32, dated 01<sup>st</sup> January 2015 and undivided rights and interests of Transferors in capital and funds of Said Societ. Said Society has issued a Share Certificate in the sole and exclusive name and favour of the Transferors.

- H. The TRANSFERORS jointly hold 100% rights, title, shares and interests in the Said FLAT. Transferors have been in absolute use, occupation, possession, and enjoyment of the said flat jointly as the Co-Owners.
- I. Transferors are desirous of selling the Said Flat together with membership rights, shares, rights and interests in Said Society. Upon knowing about the intention of the Transferors, the Transferee offered to purchase the Said Flat, membership rights, Shares and interests of Transferors in funds and property of said Society, free from all encumbrances and liabilities.
- J. Pursuant to detailed negotiations, Transferors agreed to sell, convey, assign and transfer, and the Transferee has agreed to purchase and acquire the said flat, membership rights, Shares and interests of the Transferors in the funds, assets and capital of said

Society, for a total consideration of **Rs.75,00,000/- (Rupees Seventy-Five Lakhs only)** which is inclusive of TDS and upon the terms and conditions as mutually agreed between them and set-out hereunder.

K. Both parties have agreed that the aforesaid consideration is fair and appropriate.

L. AND WHEREAS the parties hereto agreed to execute this Agreement and reduce into writing the terms and conditions as mutually agreed for sale/transfer of the said flat, together with membership rights, shares and interests of the Transferors in the funds and assets of said Society, more particularly described in the **Schedule of Property** hereunder written, which are as set-out hereunder: -

**NOW THIS DEED OF SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:**

1. The recitals stated above shall form integral part of this agreement as if the same were set out and incorporated herein.
2. The Transferee, believing and relying upon the various representations and declarations made by the Transferors herein, has agreed to purchase and acquire the said flat, together with membership rights, shares, rights and interests of Transferors in the funds and assets of said Society at and for the consideration stated hereinafter. The parties hereto agree and confirm that the declarations

and/or representations contained in the recitals and elsewhere in this Deed shall form an integral part of this Deed as if specifically set out and incorporated herein and shall be binding upon both the parties.

- 3.** The Transferors doth hereby sell, transfer, alienate and convey unto and in favour of the PURCHASERS herein and the Purchaser doth hereby purchase and acquire from the Transferors forever on an Ownership basis, the Said Flat, i.e. **residential flat** bearing No. 502, admeasuring about 41.56 sq. mtrs, carpet area equivalent to 445 sq. ft. on the Fifth floor, in building no. C-12, of the society popularly known as Vedant Phase III Cooperative Housing Society Ltd. of Vedant Residential Complex, lying, being and situated at village Panchpakhadi, Vartak Nagar, Pokhran Road No.1, Thane (W)-, within the limits of Thane Municipal Corporation., TOGETHER WITH membership rights and 05 (Five) shares of Rs.50/- each bearing Distinctive Nos.1766 to 1770 under Share Certificate No. Vedant Phase-III/HSG/354/C-12/502 dated 01.10.2006 and undivided rights and interests of Transferors in capital and funds of Said Society, more particularly as described in the '**SCHEDULE OF PROPERTY**' written hereunder, for a total consideration of **Rs.75,00,000/- (Rupees Seventy-Five Lakhs only)inclusive of Tax Deducted at Source (TDS)**, to be paid by Transferee to the Transferors herein as set out herein below viz :

- I. On or before execution hereof, the purchaser has paid the earnest money of amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_**

**only)** vide cheque no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, Thane **in favour of the Transferor no.\_\_\_\_**, in the manner as stated in the receipt clause appended hereunder, receipt whereof the Transferors hereby admit and acknowledge;

II. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** payable towards TDS on behalf of Transferors, being 1% of the total consideration. It is now mandatory for the PURCHASERS to deduct an amount equivalent to 1 % of the consideration as and by way of Tax Deducted at Source (TDS) and to deposit the same for and on behalf of the Transferors with the concerned Income Tax Department.

III. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards earnest money in cheque (subject to clearance) as further part consideration shall be paid/is payable by the Transferee to the Transferor/s on or before \_\_\_\_\_ the date of execution and registration of this DEED.

IV. Balance consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs only) shall be paid by Transferee to the Transferors on or before \_\_\_\_\_ 2025, i.e. period commencing from the date of registration of this DEED by obtaining financial loan from a Bank or financial institution or otherwise from



own sources or any other sources as convenient to the Transferee as the case may be subject to the receipt of necessary NOC from the Society to the financial institution/bank for housing loan.

V. **“That Time is the essence of the contract”**, and therefore, the Transferee shall pay the consideration amount to Transferors herein as per the schedule of payment mentioned hereinabove (i.e. within 7 days from the date of execution of this agreement) and scrupulously abide by the time mentioned in these presents. In the event the purchaser fails to comply and clear the payment of the entire consideration amount within the aforesaid 7 days, the Sellers reserve their right to revoke the Deed and may return the earnest amount received and accepted by them as part payment of the sale within 30 days therefrom.

4. The parties hereto confirm and accept that the aforesaid monetary consideration is the full, final and maximum consideration payable to and/or receivable by the Transferors jointly and severally for the sale of the Said Flat. The Transferors are satisfied that the aforesaid sale-consideration is the best and maximum possible consideration receivable by them for the sale of the Said Flat, shares and membership in the Society, in the prevailing market conditions as aforesaid.

- 5.** Upon receipt of full consideration as stated hereinabove, the Transferors shall hand over quiet, vacant and peaceful possession of the said Flat to the Transferees free from all encumbrances, claims and demands and the Transferee shall be entitled to enter, hold, use, possess, occupy and enjoy the said Flat, without any encumbrances, restrictions, claims, demands of any nature whatsoever from the Transferors or any person/s claiming through or under them.
- 6.** The Transferors agree to co-operate with the Transferees and obtain from said Society all/any NOC/consent letters and such documents which the Transferee may require for transfer of the Said Flat, shares and membership in the Society in the name of Transferee and/or for obtaining a loan from any bank/Financial Institution for payment/disbursement of balance consideration stated herein. The Transferors agree to comply with all/any legal requisitions, if any, raised by the concerned bank/Financial Institution of Transferees with regard to the Transferors' title to the said flat and the membership rights and undivided shares and interests in the funds and assets of said Society.
- 7.** The Transferors shall hand over to the Transferees/Purchasers herein or the financial institution/Bank of the Transferee the following original title deeds and all other chain of title documents pertaining to said flat on or before the date of execution of the present SALE DEED but after the payment of the full and final consideration price, viz:

- i) **Flat Purchase Agreement:** - Agreement for Sale dated 11<sup>th</sup> February 2011, executed and registered with the Office of Sub-Registrar of Assurances, Thane, under document no. TNN-5-01396/2011, between **Shree Suvidhanath Enterprises.**, (Promoters therein), and **Mr Sandeep Anant Kamerkar** and **Mrs Shalila Sandeep Kamerkar** (Purchasers therein) together with Original Registration Receipt thereof;
- ii) **Flat Purchase Agreement:** - Agreement for Sale dated 30<sup>th</sup> November 2013 executed and registered with the Office of Sub-Registrar of Assurances, Thane, under document no. TNN-1/8760/2013, between **Mr Sandeep Anant Kamerkar** and **Mrs Shalila Sandeep Kamerkar** as Sellors/Transferors therein on one side and **Mrs Shilpa Sandip Bapat** and **Mr Sandip Suresh Bapat** (the Purchasers therein/Transferors herein) together with Original Registration Receipt thereof;
- iii) **Letter of Possession** dated \_\_\_\_\_ issued by \_\_\_\_\_, to Transferors (Purchasers therein);
- iv) **Original Share Certificate** No. \_\_\_\_\_ dated \_\_\_\_\_ consisting of 05 (Five) shares of Rs.50/-

each bearing Distinctive Nos. \_\_\_\_\_ to \_\_\_\_\_ with all the undivided rights, membership and interests of Transferors in capital and funds in the name of Transferors- Mrs Shilpa Sandip Bapat and Mr Sandip Suresh Bapat.

- v) All or any other documents in original pertaining to the said flat and as required from the TRANSFERORS for effective transfer of the said flat in favour of the TRANSFEREES.

The Transferee is entitled to submit all/any of the aforesaid documents to her concerned Bank/Financial Institution for obtaining disbursement of the Housing Loan for payment of balance consideration.

**8.** The Transferors have represented, undertaken and assured to the Purchaser/s that: -

- i. The Transferors were/are the exclusive and absolute owners of the said flat and the said shares prior to execution hereof.
- ii. The Transferors were/are lawfully and legally entitled to enter into these presents with the Purchaser and that there were and are no impediments of whatsoever nature in that regard. The Transferors hereby declare that they have good rights and absolute authority to enter into this DEED OF SALE and transfer, assign

and/or sell the said flat and the said shares and that the Transferors have not done and shall not do any acts, deeds, matters or things of whatsoever nature whereby the Transferors are prevented from transferring, selling or assigning the said flat and the said shares in favour of the TRANSFEREES/PURCHASERS. The Transferors declare and confirm that they have, till the date of execution hereof, not create any third-party interest or encumbrance in any manner whatsoever in respect of the said flat and the said shares and that the title of the Transferors is absolutely clear and marketable. The Transferors were/are absolutely entitled to the said flat and the said shares, and the Transferors have not created any encumbrances of whatsoever nature either by way of sale, mortgage, lien, charge, lease, license, assignment and hypothecation or in any other manner in respect of the said flat and the said shares or any part thereof.

- iii. No proceedings or notice for intimating any proceedings for acquisition or requisition or attachment by any Government, Semi Government, Local Authority or Authorities or Income Tax or Sales Tax by any other Organization have ever been initiated or issued against the said flat and/or the said shares or any part thereof.

- iv. There are no liabilities of Provident Fund, E. S. I., Sales Tax, Income Tax, Excise Duty, Professional Tax or Gratuity outstanding against the Transferors, and there are no litigations pending either with any financial institution or with the said Society or other creditors or in any other Courts of Law affecting the rights, title, interests and/or ownership of the Transferors; nor are there any orders of attachment or appointment of receiver made or pending against the said flat and the said shares or any part thereof.
  
- v. The Transferors declare that they have not, jointly or severally, created any third-party interests in respect of the said flat and/or membership and shares in the said Society by entering into any Agreement or Memorandum/s of Understanding for Sale, Transfer, Assignment, Mortgage, Lease or Leave & License or in any other manner whatsoever. The Transferors hereby declare and confirm that they have a clear, marketable title to the said flat, membership and shares in the said Society and have full right and absolute authority to transfer the same to the Transferee/Purchaser free from all/any claims, demands or encumbrance of any nature whatsoever from any person claiming through and/or under the Transferor/s.

- 9.** The Transferors state and declare that the said flat and/or the Shares and membership in the said Society is/are not the subject matter of any suit, Court proceedings or any litigation case and is not the subject matter of any attachment proceedings either before Judgment and/or after decree and no part of the said flat or the membership in the Society, agreed to be sold/transferred hereunder is under attachment of Court Receiver, Thane or any other officer appointed for the said purpose by any Court of Law, in any pending dispute or litigation in any Court of Law or Tribunal in which the Transferor is directly interested or is party.
- 10.** The Transferors agree to indemnify and keep indemnified the Transferee for all/any loss or damage that may be suffered by the Transferee on account of any claim, demand and/or defect in the title of the Transferors to the said flat and membership in the Society.
- 11.** Transferors state and declare that they have paid and/or shall pay and clear all Society dues, monthly outgoings, and Municipal Taxes payable in respect of said flat for the period Transferors are/were in possession thereof. The Transferors agree to indemnify and keep indemnified the Transferee in respect of all such claims. The Transferee is bound and liable to pay all dues and monthly outgoings to

the said Society in respect of the said flat from the date of receipt of possession.

- 12.** The Transferors state and declare that the dues in respect of the electricity supplied in the said flat by MSEDCL under Consumer No. \_\_\_\_\_ AND the Piped Gas Connection Consumer No. \_\_\_\_\_ supplied by Mahanagar Gas Limited, in said flat has been paid and/or shall be paid and cleared by Transferors for the period Transferors are/were in possession of said flat. The Transferors indemnify and agree to keep indemnified the Transferee for all/any such claim/s or demand/s which may arise at any time in the future. The Transferors shall extend necessary cooperation for getting the aforesaid Electricity and Piped Gas connection or Water Tax and Property Tax records of the said flat transferred to the name of the Transferee. The Transferors confirm that all amounts and deposits standing to their credit in respect of electricity and/or gas connection in the said flat shall, upon completion of the sale, stand transferred and vest in the Transferee. The Transferors hereby give their consent for the transfer of piped gas and electricity meter connection in favour of Transferees and agree and undertake to sign and execute necessary applications/writings for the same as and when necessary.
- 13.** Upon receipt of full consideration, the Transferors shall sign, execute and hand over all documents/



Applications and declarations that are necessary for the transfer of said flat and shares and membership in the said society unto and in favour of the Transferees. After receipt of possession of the said flat, the Transferee is liable to and entitled to submit the said documents /applications to the said Society along with the application for membership of the said Society and shall get the membership and shares transferred in her favour.

- 14.** The Transferors state that they have complied with all the rules, regulations and Bye-laws of the Society. The Transferors further state that they have no dispute against the society in respect of any act or deed thereof, which may be against the provisions of the Bye-laws of the Society.
- 15.** The Transferors shall be liable to pay the penalty on stamp duty or any other charges payable, if any, levied and/or found due and/or payable upon the said First Agreement and/or with regard to their membership in the Society in respect of said flat and agree to indemnify the Transferees in respect of all such claims.
- 16.** The Transfer charges payable to the Society will be paid by the Transferors and Transferee in equal proportion. Charges for Stamp duty and Registration in respect of this Agreement and transfer of said flat

and membership in the society shall be borne by the Transferee alone.

- 17.** The Purchaser shall bear the charges for stamp duty, registration, and the advocates' professional fees (if any).
- 18.** The Transferors further agree and undertake to sign and execute all/any other documents, instruments, including the Confirmation Deed that may be necessary for effecting absolute transfer of the said flat, shares and membership in the said society in favour of the Transferees at the cost of the Transferees.
- 19.** This agreement for sale has been executed at Thane, the said flat is situated at Thane and the payment is made at Thane, hence it is subject to the jurisdiction of the courts of law at Thane.
- 20.** The TRANSFERORS and the PURCHASER hereby agree and confirm that the TRANSFERORS and the PURCHASER have fully understood all the terms and conditions contained in the present **DEED OF SALE**.

**SCHEDULE OF PROPERTY**  
**(Said Flat)**

A Residential Flat Premises bearing Flat No.501, 5<sup>th</sup> floor, admeasuring 437 sq.ft. carpet area (including balcony and passage) in a building known as SOHAM, lying being and situated at revenue village Naupada, Panchpakhadi, Thane within the limits of Thane Municipal Corporation bearing City survey No. 176, Tika no.12 (pt), and within the jurisdiction of Registrar and Sub-Registrar of Assurances of Thane District TOGETHER WITH all the membership rights comprising of 5 (Five) fully paid up shares of Rs.50/- (Rupees Fifty) each with distinctive numbers 156 to 160 (both inclusive) issued Share Certificate No.32, dated 01<sup>st</sup> January 2015 and undivided rights and interests of Transferors in capital and funds of Said Society with registration no. TNA/(TNA)/HSG/(TC)/25958-2014.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF SALE AT THE PLACE AND ON THE DATE AND YEAR SPECIFIED HEREINABOVE.

**SIGNED AND DELIVERED** )  
 WITHIN NAMED "**TRANSFERORS/**  
**SELLORS**" )

Please affix  
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**MRS SHILPA SANDIP BAPAT** )  
 And )  
**MR SANDIP SURESH BAPAT** )

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In the presence of )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

**SIGNED AND DELIVERED** )

By the within-named **TRANSFEREES/**)

**PURCHASERS** )

**MRS SHILPA SANDIP BAPAT** )

And )

**MR SANDIP SURESH BAPAT** )

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In the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

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**RECEIPT**

RECEIVED FROM TRANSFEREE/ PURCHASER MR SACHIN SURESH MORE sum of **RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY)**, towards part-consideration in the following manner:

<b>Sr . No ..</b>	<b>Particulars</b>	<b>Name of Drawer bank/particulars of Payment</b>	<b>Amount (Rs.)</b>
1.	Earnest Consideration		
2.	Part Consideration		
3.	FULL AND FINAL CONSIDERATION		

I/WE SAY RECEIVED,

**SMT SHILPA SANDIP BAPAT AND MR SANDIP SURESH BAPAT  
(TRANSFERORS)**