

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE is made and entered into at Bhayandar, Thane on this ____ day of _____ 2025

BETWEEN

SMT. ARUNA NAWAL KISHORE RUNGTA An Adult, Indian Inhabitant having address Flat No. B/602, Sixth Floor, Raghav Vasant Valley, Off. Gen. A. K. Vaidya Marg, Near Dindoshi Depot, Goregaon (E) Mumbai 400097 called the "VENDOR/SELLER" and herein after 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 her legal heirs, executors, Legal representatives, successors and assigns) of the FIRST PART;

AND

1) MR. SOUMEN SADHAN MUKHERJEE 2) MRS. TIYA SOUMEN MUKHERJEE Adults, Indian Inhabitants, Having Address At Flat No. 102/B-22, Kapila CHS Ltd., Shanti Nagar, Mira Road (E) Dist Thane 401107 Called The "VENDEES/PURCHASERS" And Herein After 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, executors, legal representatives, administrators, successors and assigns) Of The Second Part;

WHEREAS the TRANSFEROR is, the legal, lawful and absolute owner of

the **FLAT NO. 206/A WING ON THE SECOND FLOOR OF BUILDING KNOWN AS SHIVAM APARTMENT OF SOCIETY KNOWN OM SHIVAM CO-OP. HSG. SOC. LTD.** situated at **S. V. ROAD, NAVGHAR ROAD, BHAYANDAR (E) DIST THANE 401105** more particularly described in the **SCHEDULE** hereunder written AND hereafter referred to as the "SAID FLAT."

AND, the TRANSFEROR is legal and lawful member of the **OM SHIVAM CO-OP. HSG. SOC. 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)/4685-1992-1993 Dated 18-05-1992 with its registered office at the same building, and WHEREAS such member is registered shareholder, holding Shares Certificate No. **32** of five fully paid up shares of Rs. 50/= each, bearing distinctive no. from **146 to 150** (both inclusive) for the total face values of Rs. 250/= of the SAID SOCIETY standing in her name AND whereas such member and share holder, the TRANSFEROR has full rights, title, share, interest and possession of the SAID FLAT in the said society's building.

WHEREAS TRANSFEROR had purchased the SAID FLAT along with all rights, title and interest vides an Agreement for Sale dated 27th Day of June 1992 entered between M/S. SHARMILA CONSTRUCTION CO. PVT. LTD. hereinafter referred to as "THE BUILDERS" therein and TRANSFEROR herein referred as "THE PURCHASER" therein and the said M/S. SHARMILA CONSTRUCTION CO. PVT. LTD. agreed to sell to TRANSFEROR and TRANSFEROR herein agreed to purchase from M/S. SHARMILA CONSTRUCTION CO. PVT. LTD. the SAID FLAT being **FLAT NO. 206/A WING ON THE SECOND FLOOR, OF BUILDING KNOWN AS SHIVAM APARTMENT OF SOCIETY KNOWN OM SHIVAM CO-OP. HSG. SOC. LTD.** situated at **S. V. ROAD, NAVGHAR ROAD, BHAYANDAR (E) DIST THANE 401105** at the price and on the terms and conditions mentions therein on the land more particularly described in **SCHEDULE** written hereunder.

AND, TRANSFEROR herein paid entire purchase price of the SAID FLAT

to the said M/S. SHARMILA CONSTRUCTION CO. PVT. LTD. as per the agreement recited herein before and the said M/S. SHARMILA CONSTRUCTION CO. PVT. LTD. admitted and confirmed that no amount is due and payable by TRANSFEROR herein in respect of the SAID FLAT and TRANSFEROR herein taken actual possession of the SAID FLAT and until this day in occupation of the SAID FLAT.

AND, the TRANSFEREES have approached to the TRANSFEROR with an intention to purchase the SAID FLAT and examined the copies of the title deeds and desirous of purchasing the rights, title, share and interest of the TRANSFEROR in respect of the SAID FLAT 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. 206/A WING ON THE SECOND FLOOR OF BUILDING KNOWN AS SHIVAM APARTMENT OF SOCIETY KNOWN OM SHIVAM CO-OP. HSG. SOC. LTD.** situated at **S. V. ROAD, NAVGHAR ROAD, BHAYANDAR (E) DIST THANE 401105** together with all common benefits and facilities available thereto and further together with all the fixtures, fittings and amenities of permanent nature attached thereto for the **Total Consideration of RS. 23,00,000/= (RUPEES TWENTY THREE 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 said shares and rights of the SAID FLAT with all deposits and contributions made by the TRANSFEROR with various local authorities including Tata Power Ltd./ Adani Electricity 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. 23,00,000/= (RUPEES TWENTY THREE LAKHS ONLY)** with all deposits and contributions made by the TRANSFEROR either through the builders or the Society with various local authorities including Tata Power Ltd./ Adani Electricity 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 his 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 and the TRANSFEREES shall pay to the TRANSFEROR the entire amount of **Agreed Consideration of RS. 23,00,000/= (RUPEES TWENTY THREE LAKHS ONLY)** in the following manners:

- a) **Rs. 8,00,000/=** the TRANSFEREES have paid to the TRANSFEROR on/or before execution hereof as and by way of Part Payment of Consideration.
- b) **Rs. 15,00,000/=** the TRANSFEREES shall pay to the TRANSFEROR on/or before **45 days** from the date of present agreement as and by way of Full & Final Payment of Agreed Consideration through housing loan or any other sources.

The TRANSFEROR doth hereby admit and acknowledge to have received

the said sum of **RS. 8,00,000/= (RUPEES TEN LAKHS ONLY)** being Part Payment out of Agreed Consideration and the TRANSFEROR doth 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 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, moreover, thereafter she will not be liable for the same.

3) The TRANSFEROR declares that she has obtained necessary permission from the said society, as required under the Rule 40 (a) of the Bye-Laws of the said society, to transfer all her 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 she has full right, absolute power and authority to sell, assign and transfer to the TRANSFEREES all her 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 or 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

CERTIFICATE in favor of the TRANSFEREES at earliest.

THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:

Residential Premises being FLAT NO. 206/A WING, admeasuring 380 SQ. FT. SUPER BUILT UP AREA ON THE SECOND FLOOR OF BUILDING KNOWN AS SHIVAM APARTMENT OF SOCIETY KNOWN OM SHIVAM CO-OP. HSG. SOC. LTD. situated at S. V. ROAD, NAVGHAR ROAD, BHAYANDAR (E) DIST THANE 401105 ON ALL THAT PIECE or parcel of land or ground lying being and situate at Village KHARI in 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. 169 New Survey No. 32 Hissa No. 4

BUILDING COMPRISES GROUND + ____ 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

SMT. ARUNA NAWAL KISHORE RUNGTA

In the presence of

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED & DELIVERED by the within named
The VENDÈES/PURCHASERS/TRANSFEREES

1) MR. SOUMEN SADHAN MUKHERJEE

2) MRS. TIYA SOUMEN MUKHERJEE

In the presence of

1. Name _____

Signature _____

2. Name _____

Signature _____

RECEIPT