

## 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 his 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. 207/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. 33 of five fully paid up shares of Rs. 50/= each, bearing distinctive no. from 151 to 155 (both inclusive) for the total face values of Rs. 250/= of the SAID SOCIETY standing in his 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. 207/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.

WHEREAS, SHRI NAVAL HARIRAM ROONGTA who died intestate on 28-03-2024 and left Behind Four Legal Heirs his Wife **SMT. ARUNA NAWAL KISHORE RUNGTA** and Three other 1) **MR. KRISHNA RUNGTA** 2) **MR. SACHIDANAND NAWAL RUNGTA** 3) **MRS. PRERANA NAWAL RUNGTA** who had released, relinquished and surrendered all their rights, title and interest by executed Released Deed Dated 23th Day Of May 2023 and give their irrevocable consent in favor of **SMT. ARUNA NAWAL KISHORE RUNGTA** who submitted an application according to the Bye- law No. 35 of the Bye-Law of the Said Society along with relevant documents to the said Society require for the membership, and said society accepted and admitted them as legal and lawful member hence **SMT. ARUNA NAWAL KISHORE RUNGTA** (herein ~~and~~ referred as **TRANSFEROR**) who become sole and absolute owner of the said flat.

And whereas said Release Deed dated 23th Day Of May 2023 lodged for registration at the Office of the Sub-Registrar of Assurances at Thane under No. TNN7-8958-2023 Dated 11-05-2023

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. 207/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. 22,50,000/= (RUPEES TWENTY TWO LAKHS FIFTY THOUSAND 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. 22,50,000/= (RUPEES TWENTY TWO LAKHS FIFTY THOUSAND 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 their 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. 22,50,000/= (RUPEES TWENTY TWO LAKHS FIFTY THOUSAND ONLY)** in the following manners:

- a) **Rs. 8,50,000/=** the TRANSFEREES have paid to the TRANSFEROR on/or before execution hereof as and by way of Part Payment of Consideration.
- b) **Rs. 14,00,000/=** 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. 8,50,000/= (RUPEES EIGHT LAKHS FIFTY THOUSAND 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 over 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 persons relating to the SAID FLAT.

5) The TRANSFEROR hereby agrees and undertakes that immediately on receipt of the Balance Amount of Agreed Consideration as mentioned in clause (1) herein she handover peaceful vacant possession of the SAID FLAT to the TRANSFEREES along with all relevant documents including Bills, Receipts, Vouchers, Correspondences etc. standing in her name and also agrees to handover the Original Agreements for Sale.

6) The TRANSFEROR declares that on and after execution hereof and/or on receipt of Balance Amount of Agreed Consideration and/or on given possession of the SAID FLAT to the TRANSFEREES shall be exclusive owners of the rights, title and interest in respect of the SAID FLAT which the TRANSFEROR has in the SAID FLAT and then the TRANSFEREES shall peacefully hold possess, occupy and enjoy the SAID FLAT without any let, hindrance, denial, demand, interruption, eviction or claim by the TRANSFEROR or any other person or persons lawfully or equitably

claiming through under or in trust of the TRANSFEROR.

7) The TRANSFEROR hereby agrees and undertakes to execute all further Agreements, Conveyance, Affidavits, Undertakings and Forms etc. in favor of the said society/builder for perfectly and effectively transferring the SAID FLAT with all benefits thereof including all amount standing to the credits of the TRANSFEROR in the records of the said society/builder towards Deposits, Loan Stock Bonds, Sinking Funds, Dividend etc. unto the TRANSFEREES.

8) This agreements has been concluded between the parties hereto on the basis of the representation of the TRANSFEROR that her agreement with the Builders for purchase of the SAID FLAT and her membership with the said society are valid and subsisting and no notice of requisition or acquisition of the SAID FLAT or termination of membership has been received by her. The TRANSFEREES declares that they have inspected all the documents in respect of the SAID FLAT and fully satisfied thereof.

9) TRANSFEROR hereby agrees, assures and declares that,

- a) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR personally affecting the said Flat.
- b) There are no attachments or prohibitory order as against or affecting the said Flat 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 TRANSFEROR has not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said Flat.
- c) That she has paid all the necessary charges of any nature whatsoever in respect of the said Flat and she has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said Flat.
- d) That TRANSFEROR in the past has not entered into any agreement

11) All expenses incidental to this agreement including Cost of Agreement, Stamp duty, Registration Fees & Charges, Legal Expenses etc. if any payable on this agreement shall be borne and paid by the TRANSFEREES who shall also observe and perform all stipulations and rules laid down by the Co-operative Housing Society Limited in relation to the occupation and use of the SAID FLAT in the Society and shall pay and contribute regularly and punctually towards the maintenance, taxes, expenses or other outgoings in respect of the SAID FLAT as and when due from the date of possession.

12) This Agreement for Sale executed subject to the provisions of the Maharashtra Ownership Flat Act 1963 and subject to the Rules and Regulations of the Co-operative Housing Societies governed by the Maharashtra Co-operative Societies Act 1961.

13) The Transfer Fees payable to Society/Builders on this Agreement shall be borne and paid equally by the TRANSFEROR AND the TRANSFEREES OR shall pay as per mutually agreed terms between them. In addition, the TRANSFEROR shall obtain NO OBJECTION CERTIFICATE in favor of the TRANSFEREES at earliest.

**THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:**

**Residential Premises being FLAT NO. 207/A WING, admeasuring 375 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 VENDEES/PURCHASERS/TRANSFEREES  
**1) MR. SOUMEN SADHAN MUKHERJEE** \_\_\_\_\_

**2) MRS. TIYA SOUMEN MUKHERJEE** \_\_\_\_\_

In the presence of

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

**RECEIPT**

RECEIVED on and from the within named "TRANSFEREES" the sum of **RS. 8,50,000/= (RUPEES EIGHT LAKHS FIFTY THOUSAND ONLY)** being **Part Payment** towards **Sale & Transfer** of FLAT NO. 207/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 with the Terms and Conditions mentioned herein and paid in the following manner:

Rs. \_\_\_\_\_/- By Cheque/dd No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn On \_\_\_\_\_

Rs. \_\_\_\_\_/- By Cheque/dd No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn On \_\_\_\_\_

\*(Subject To Realization)

I, SAY RECEIVED **RS.8,50,000/=**

**SMT. ARUNA NAWAL KISHORE RUNGTA**  
TRANSFEROR

WITNESSES:

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

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