

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered at Mumbai on this ___ day of **MARCH , 2025** BETWEEN **MRS. KANCHAN GANPATRAO MANEKAR (PAN - AKZPK3886B)**, aged 56 years an adult, Indian Inhabitant, residing at 402/403,Parshwa Kunj Malviya Road Opp Sathye Garden Vile Parle East Mumbai-400057. hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof include her heirs, executors, administrators and assigns) of the **ONE PART**.

AND

1) MR. SANJAY RAGHUNATH TARASE (PAN- ADOPT5139N), aged 50 years and **2) MRS. SHEETAL SANJAY TARASE (PAN - ALLPT6353R)** aged 38 years **AND 3) TUSHAR ANANDA SANAS (PAN- EJMPS8323F)** aged 31 years, all adults, Indian Inhabitant, residing at 1/6, Shreeram Nagar, Ganpatrao Chougale Marg, Near Shani Mandir, Borivali East, Mumbai 400066. hereinafter called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **OTHER PART**;

**WHEREAS THE TRANSFEROR DOES HEREBY EXPRESSLY REPRESENTS AND
DECLARES TO THE TRANSFEREES AS FOLLOWS :**

- a) TRANSFEROR hereinabove is in use, occupation, possession and lawful owner of the Flat premises bearing **Flat No. G- 3, admeasuring 38 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District (Hereinafter called and referred to as the said Flat premises).**
- b) By AGREEMENT made at Mumbai this 13th day of August Two Thousand and nine BETWEEN all of Bombay Indian inhabitant the present partners of "MESSRS. VARDHAN CONSTRUCTION CO." hereinafters called "Developers" AND Shri/Smt/Kum./MESSRS. Gaurishankar P. khot. Of Indian Inhabitants hereinafter referred to as "the purchaser" of the other part. the latter has purchased acquired the said flat at or for the price and upon the terms and conditions therein contained and paid the full consideration therefore and took the vacant and peaceful possession of the said Flat
- c) By virtue of SALE DEED is made at Mumbai on this th october September 2015 BETWEEN MR Gaurishankar P. Khot, hereinafter referred to as the Vendor' of the One Part; AND MRS Vijyalaxmi Ulhas Mahale , hereinafter referred to as the Purchaser' of the Other Part. the latter has purchased acquired the said flat at or for the price and upon the terms and conditions therein contained and paid the full consideration therefore and took the vacant and peaceful possession of the said Flat
- d) All the Flat/shop purchasers of building formed a Co-op Housing society limited namely **Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd**, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066. bearing Registration No. **MUM/ WR/ HSG/ TC- 14517/2009-2010 DT 29/07/2009** .hereinafter called "**The Said Society**" and the said TRANSFEROR is one of the member of the said society entitled in her favour Five(5) shares of Rs.50/- each bearing **Share Certificate No. 35, and Distinctive Shares No.'s from 171 to 175, (Both inclusive) (Hereinafter referred to as "The said Shares")**.

- e) That the premises aforesaid the TRANSFEROR is legally entitled to the said Flat together with benefits attached to it and that neither the TRANSFEROR herein either personally or through any of her agents/ or constituted attorneys has or had at any time theretofore either created or agreed to create any third party rights or right, title, interests, or claim whatsoever in respect of the said flat.
- f) That the TRANSFEROR is in the exclusive and absolute possession of the said Flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat with the benefits and that neither the TRANSFEROR had till date hereof at any time either agreed to induct or inducted any third party use, occupation, possession and/or enjoy of the said Flat or any part or portion whereof, in any way any manner whatsoever.
- g) That the TRANSFEROR herein have not been disqualified rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there is no dispute filed or pending or disposed off in respect of the said Flat or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the TRANSFEROR.
- h) That the manner aforesaid the TRANSFEROR has honestly, bonafidely and in good faith disclosed to the TRANSFEREES, all the materials facts and circumstances in respect of the said Flat with and said benefits without making any untrue, incorrect, dishonest, and/or fraudulent and non-bonafide representation (or any misrepresentations to or concealment from the TRANSFEREES in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the TRANSFEROR to the TRANSFEREES, the parties have negotiated for sale and purchase of the said Flat in the said building on the said property with the benefits with all incidental benefits and rights, title, interest, claim, estate, possession, and property rights in respect thereof at law, equity and otherwise at for price of **Rs.80,00,000/- (Rupees Eighty Lakhs only)** payable to the TRANSFEROR with vacant and peaceful possession of the said Flat with said

benefits with legal right to have and call for all relevant deeds, documents, papers, and writings from the TRANSFEROR and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear and marketable title, free from all encumbrances and reasonable doubts.

AND WHEREAS the TRANSFEROR has informed the said society the intention of transfer of the shares and interest of the capital/ property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said Flat to the TRANSFEREES.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat in the said building on the said property with said shares and benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations, and covenants in that behalf as here after appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The TRANSFEROR hereby declares and confirms that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The TRANSFEROR hereby confirm that the TRANSFEREES have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the TRANSFEROR in their presents.
2. The TRANSFEROR shall sell, transfer, assign and assure and the TRANSFEREES shall purchase and acquire the bearing bearing **Flat No. G- 3, admeasuring 38 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District.** and more particularly described in the schedule herein under written free from all encumbrances in respect thereof at or for the price of **Rs.80,00,000/- (Rupees**

Eighty Lakhs only) to be paid by the TRANSFEREES to the TRANSFEROR in the following manner.

- a) **Rs. 19,20,000 /- (Rupees Nineteen Lakhs Twenty Thousand only)**, being the part payment amount at the time of execution of this agreement in respect of the said Flat premises the receipt whereof THE TRANSFEROR hereby admits, acknowledge and confirm at the foot of this agreement.
- b) That the TRANSFEREES shall pay a sum **Rs. 60,00,000/- (Rupees Sixty Lakhs only)** being the balance full and final consideration amount to THE TRANSFEROR on or before 60 days from the date of Registration of Agreement for sale in respect of the said flat, by way of Bank Loan/ self-fund.
- c) **Rs.80,000/- (Rupees Eighty Thousand Only)** being the TDS to be deposited by Transferees as per section 194-IA of the Income Tax Act and the same shall be deemed to be received by the Transferor and the Transferees shall deposit the said TDS and shall produce the TDS challan to the Transferor on or before 30 days from the date of Registration of Agreement.

In performing their part of the contract both the parties shall be entitled to specific performance of this agreement together with right to claim costs, charges and expenses and losses from the other.

3. It has been expressly agreed by the parties herein that the time should be essence of the contract, as far as (2b) the payment of above given balance consideration is concerned and for having over vacant and peaceful possession of the said Flat is concerned to the TRANSFEREES with clear and marketable title is concerned free from all encumbrances.
4. It is agreed that if the TRANSFEREES fails to make the payment of consideration price within the stipulated time aforesaid, the TRANSFEREES shall be liable to pay to the TRANSFEROR the interest at the rate of 18% per annum on the delayed payment and the said interest shall be paid to the TRANSFEROR on or before receiving the vacant and peaceful possession of the said Flat by the TRANSFEREES herein.
5. It is agreed that the TRANSFEREES herein shall be entitled to receive peaceful vacant possession of the said Flat premises and all other title deeds from the

TRANSFEROR on the day of the payment of the balance consideration amount stated in clause (2b) hereinabove.

6. That in the event of the TRANSFEREES fail to make the payment of the balance Consideration within the stipulated period of 60 days from the date of registration, in such event, the TRANSFEROR shall be entitled to terminate this Agreement. Upon termination of this Agreement as aforesaid, TRANSFEREES shall execute and register a Deed of Cancellation in favour of the TRANSFEROR. The TRANSFEROR shall refund to the TRANSFEREES within a period of 30 (Thirty) days of the execution and registration of the Deed of Cancellation, the part consideration which may have till then been paid by the TRANSFEREES to the TRANSFEROR.
7. If the TRANSFEROR fails to complete the contract as per this agreement and the TRANSFEREES is willing to pay and fulfill their part of agreement then the TRANSFEROR shall abide by the terms herein and shall be bound to complete the contract on their parts.
8. It is agreed between the parties that if there are any delay or default on the part of the TRANSFEROR in performing their part of the contract then the TRANSFEREES shall be entitled to specific performance of this agreement together with right to claim, costs, charges, and expenses and losses from the TRANSFEROR.
9. The TRANSFEROR shall immediately put the TRANSFEREES in vacant possession of the said Flat on payment of full and final consideration amount and shall surrender their rights, title and interest in favour of the TRANSFEREES and the TRANSFEREES shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat together with the fittings, fixtures, and other amenities provided by the Builder/developer said and absolutely without any let or sub-let.
10. The TRANSFEROR shall obtain the necessary permission from the said society to transfer all the rights, title, claim, interest and benefits whatsoever enjoyed by the TRANSFEROR including the shares, deposits, if any, in favour of the TRANSFEREES for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the TRANSFEROR in respect

of the said Flat unto the TRANSFEREES for exclusive use of TRANSFEREES thereof as aforesaid.

11. The TRANSFEROR covenants with the TRANSFEREES that only he is the absolute owner of the said Flat premises hereby agreed to be transferred and sold and no other person or persons has or have any rights, title, interest in property claim or demand of any nature whatsoever in or upon the said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, license, easement or otherwise howsoever and he had good rights, full power and absolute authority to transfer and sell the same to the TRANSFEREES.
12. The TRANSFEROR further states and declares that he has paid the balance outstanding in respect of the said Flat and nothing is due and payable by him to the society.
13. The TRANSFEROR further covenants with the TRANSFEREES that he has not created any charge or encumbrances of whatsoever nature on the said Shares or the said Flat and the said flat is not the subject matter of any attachment whatsoever (whether before or after judgement).
14. The TRANSFEROR hereby undertakes to indemnify and keep indemnified the TRANSFEREES against all claims, demands, proceedings, costs, and expenses in connection with any liability which the TRANSFEREES may have to suffer or incur due to the claim from Govt. authorities, competent authorities (including stamps and Registration) and/or any third party relating to the said flat.
15. The TRANSFEROR shall hand over to the TRANSFEREES all those relevant papers, documents in her possession and control relating to the said Flat immediately at the time of registration of the said agreement for sale and shall also sign such other papers, applications, forms, and declaration as may be required by the said TRANSFEREES from time to time for effectual transfer of the said Flat in the name of the TRANSFEREES.
16. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra land Revenue Code or under any statute restraining the TRANSFEROR from selling or disposing of the said Flat or any part thereof in any manner whatsoever.

17. That the TRANSFEROR has not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said flat.
18. The TRANSFEREES shall lodge the present agreement before the concerned Registrar of Assurances and the TRANSFEROR shall admit her signature on the said agreement before the said authority within the prescribed time limit as per law.
19. That after completion of registration work of Agreement for sale, neither the TRANSFEROR, or the TRANSFEROR legal heirs, executors, and administrators shall and will not have any right, title, interest, or claim to the said flat.
20. The TRANSFEROR hereby covenants with the TRANSFEREES that he shall pay to the said society all her shares of taxes and outgoings etc. up to execution of this agreement and henceforth all the maintenance charges shall be borne by the TRANSFEREES.
21. It is specifically agreed by and between the parties that the transfer charges payable to the society in respect of said Flat premises shall be borne by the TRANSFEROR and TRANSFEREES in equal ratio and other charges for registration work and paper work shall be borne by the TRANSFEREES only and all pending registration and stamp duty charges and other out goings if arise in future, relating to earlier period, then the TRANSFEROR is liable to pay the said pending charges/outstanding dues to the concerned authorities.
22. The TRANSFEREES shall become the member of the society and shall abide by all and singular bye-laws, rules, and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
23. It is also agreed by and between the Parties that the Stamp duty and the registration charges in respect of the present agreement shall be borne and paid by the TRANSFEREES.

24. The TRANSFEROR hereby agrees to obtain and produce the N.O.C. of the said society before completion the registration work and handover the said NOC to the TRANSFEREES at the time of registration of the said Flat premises for transfer of the said Flat in the name of TRANSFEREES in their records.
25. The TRANSFEROR shall handover the chain of original Agreement, documents, related to the transaction to the TRANSFEREES at the time of registration of Agreement for sale.
26. That the TRANSFEROR had no objection if the concerned authority of society Transfer the said Share certificate in the name of TRANSFEREES in respect of the said Flat premises.
27. It is hereby agreed that the ownership of the said flat shall be as follows: Tushar Ananda Sanas - 50%, Mr. Sanjay Raghunath Tarase - 25%, and Mrs. Sheetal Sanjay Tarase - 25%.
28. This Agreement shall always be subject to provisions contained in the Maharashtra Co-operative societies Act, 1960 and/or rule 1961.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and the year first hereinabove written.

THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

All That a self-contained residential premises being bearing Flat No. G- 3, admeasuring 38 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District.

SIGNED SEALED AND DELIVERED)
By the withinnamed '**TRANSFEROR**')

MRS. KANCHAN GANPATRAO MANEKAR)
In the presence of)
1).
2).

SIGNED SEALED AND DELIVERED)
By the withinnamed '**TRANSFEREES**')

1) MR. SANJAY RAGHUNATH TARASE)

2) MRS. SHEETAL SANJAY TARASE)

3) MR. TUSHAR ANANDA SANAS)
In the presence of)
1).
2).

RECEIPT

RECEIVED of and from the TRANSFEREES 1) **MR. SANJAY RAGHUNATH TARASE** and 2) **MRS. SHEETAL SANJAY TARASE** AND 3) **MR. TUSHAR ANANDA SANAS** a sum of **Rs.19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand Only)**, being the Advance Token/part payment out of the total consideration price after tax deduction of TDS in respect of the Flat No. G- 3, admeasuring 38 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066. The amount is received by me in the following manner.

Date	Bank Name	Cheque	Amount (in Rs.)
		TOTAL	19,20,000/-

I SAY RECEIVED

RS.19,20,000/-

MRS. KANCHAN GANPATRAO MANEKAR

TRANSFEROR

WITNESSES :-

1)

2)

