

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE is made and entered into at Bhayandar, Thane on this _____ Day Of February 2025

BETWEEN

1) MOHD. IBRAHIM MOHD. AHMED SHAIKH 2) MOHD. SHAIBAZ M. I. SHAIKH Adults, Indian Inhabitant having address at Flat No. 402/B Wing On The Fourth Floor Of Building Known As Rameshwaram Avenue Situated At Opp. Radha Swami Satsang, Bhayandar (W) Dist Thane 401101 called the “VENDORS/SELLERS” and herein after for brevity sake referred to as the “TRANSFERORS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, successors and assigns) of the FIRST PART.

AND

1) MRS. SHIKHA MOHAN LODHI 2) MR. MOHAN BUDHIRAM LODHI Adults, Indian Inhabitant having address at Room No. 36, Galli No. 14, Radha Swami Road, Near Shankar Galli, Bhayandar (W) Dist Thane 401101 called the “VENDEE/ PURCHASER” 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 her legal, executors, legal representatives, administrators, successors and assigns) of the SECOND PART.

Whereas, TRANSFERORS had purchased the SAID FLAT along with all rights, title and interest vide an Agreement for Sale dated 10th Day Of January 2020 entered between M/S SHRIRAM INFRA hereinafter referred to as the “BUILDERS” therein and TRANSFERORS herein referred as “THE PURCHASERS” therein and the said M/S SHRIRAM INFRA agreed to sell to TRANSFERORS and TRANSFERORS herein agreed to purchase from M/S SHRIRAM INFRA the SAID FLAT being **FLAT NO. 402/B WING ON THE FOURTH FLOOR OF BUILDING KNOWN AS RAMESHWARAM AVENUE situated at OPP. RADHA SWAMI SATSANG, BHAYANDAR (W) DIST THANE 401101** at the price and on the terms and conditions mentions therein on the land more particularly described in **SCHEDULE** written hereunder and lodged for registration at the Office of the Sub-Registrar of Assurances at Thane under No. TNN10-304-2020 Dated 10-01-2020

AND, TRANSFERORS herein paid entire purchase price of the SAID FLAT to the said M/S SHRIRAM INFRA as per the agreement recited herein before and the said M/S SHRIRAM INFRA admitted and confirmed that no amount is due and payable by TRANSFERORS herein in respect of purchase of the SAID FLAT and TRANSFERORS herein taken actual possession of the SAID FLAT and until this day in occupation of the SAID FLAT.

WHEREAS the TRANSFERORS are, the legal, lawful and absolute owners of the **FLAT NO. 402/B WING ON THE FOURTH FLOOR OF BUILDING KNOWN AS RAMESHWARAM AVENUE situated at OPP. RADHA SWAMI SATSANG, BHAYANDAR (W) DIST THANE 401101** more particularly described in the **SCHEDULE** hereunder written AND hereafter referred to as the “**SAID FLAT.**”

AND, the TRANSFEREES have approached to the TRANSFERORS 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 TRANSFERORS in respect of the SAID FLAT after various meetings and negotiations between both the parties, the TRANSFERORS have agreed to sell, transfer and assign to the TRANSFEREES and the

TRANSFEREES have agreed to purchase, acquire from the TRANSFERORS the SAID FLAT being **FLAT NO. 402/B WING ON THE FOURTH FLOOR OF BUILDING KNOWN AS RAMESHWARAM AVENUE. situated at OPP. RADHA SWAMI SATSANG, BHAYANDAR (W) DIST THANE 401101** 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. 45,00,000/= (RUPEES FORTY FIVE 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 TRANSFERORS with various local authorities including Tata Power Ltd./ Adani Electricity. for the beneficial, enjoyment and occupation of the SAID FLAT.

AND, the TRANSFERORS have 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. 45,00,000/= (RUPEES FORTY FIVE LAKHS ONLY)** with all deposits and contributions made by the TRANSFERORS 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 TRANSFERORS 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 TRANSFERORS the entire amount of **Agreed Consideration of RS. 45,00,000/= (RUPEES FORTY FIVE LAKHS ONLY)** in the following manners:

a) **Rs. 5,00,000/=** the TRANSFEREES shall pay to the TRANSFEROR on/or before execution hereof as and by way of Part Payment of Agreed Consideration.

b) **Rs. 40,00,000/=** the TRANSFEREES shall pay to the TRANSFEROR on/or before **45 Days** from the date of registration as and by way of Full & Final Payment of Agreed Consideration through housing loan of any financial institute or any bank or any other sources.

(Time in this respect being the essence of the Contract)

The TRANSFEROR doth hereby admit and acknowledge to have received the said Sum of **RS. 5,00,000/= (RUPEES FIVE 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 TRANSFERORS 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.

3) The TRANSFERORS declares that they have 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 their 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 TRANSFERORS declares that they have full right, absolute power and authority to sell, assign and transfer to the TRANSFEREES all their 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 TRANSFERORS hereby agrees and undertakes that immediately on receipt of the Balance Amount of Agreed Consideration as mentioned in clause (1) herein they handover peaceful vacant possession of the SAID FLAT to the TRANSFEREES along with all relevant documents including Bills, Receipts, Vouchers, Correspondences etc. standing in their name and also agrees to handover the Original Agreements for Sale.

6) The TRANSFERORS 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 TRANSFERORS have 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 TRANSFERORS or any other person or persons lawfully or equitably claiming through under or in trust of the TRANSFERORS.

7) The TRANSFERORS 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 TRANSFERORS in the records of the said society/builder towards Deposits, Loan Stock Bonds, Sinking Funds, Dividend etc. unto the TRANSFEREES.

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

9) 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.

10) 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.

11) The Transfer Fees payable to Society/Builders on this Agreement shall be borne and paid equally by the TRANSFERORS AND the TRANSFEREES OR shall pay as per mutually agreed terms between them. In addition, the TRANSFERORS 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. 402/B WING** admeasuring **41.46 SQ. MTRS. CARPET UP AREA ON THE FOURTH FLOOR OF BUILDING KNOWN AS RAMESHWARAM AVENUE** situated at **OPP. RADHA SWAMI SATSANG, BHAYANDAR (W) DIST THANE 401101** ON ALL THAT PIECE or parcel of land or ground lying being and situate at **Village BHAYANDAR** 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. 664 New Survey No. 236**

BUILDING COMPRISES GROUND + ____ UPPER FLOORS

IN WITNESS WHEREOF THE TRANSFERORS 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 VENDORS/SELLERS/TRANSFERORS

1) MOHD. IBRAHIM MOHD. AHMED SHAIKH _____

2) MOHD. SHAIBAZ M. I. SHAIKH _____

In the presence of

1. Name _____

Signature _____

2. Name _____

Signature _____

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

1) MR. SHIKHA MOHAN LODHI _____

2) MR. MOHAN BUDHIRAM LODHI _____

In the presence of

1. Name _____

Signature _____

2. Name _____

Signature _____

RECEIPT

RECEIVED on and from the within named "TRANSFEREES" the sum of **RS. 5,00,000/= (RUPEES FIVE LAKHS ONLY)** being **Part Payment Amount** towards **Sale & Transfer** of FLAT NO. 402/B WING ON THE FOURTH FLOOR OF BUILDING KNOWN AS RAMESHWARAM AVENUE situated at OPP. RADHA SWAMI SATSANG, BHAYANDAR (W) DIST THANE 401101 with the Terms and Conditions mentioned herein and paid in the following manner:

WE, SAY RECEIVED **RS. 5,00,000/=**

1) MOHD. IBRAHIM MOHD. AHMED SHAIKH
2) MOHD. SHAIBAZ M. I. SHAIKH
TRANSFERORS

WITNESSES:

1) _____

2) _____