

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_ **day**  
**of March, 2025 BETWEEN**

**(1) MRS. BABIBEN POPATLAL MUNANI, aged 72 years,**

**(2) MRS. KAJAL MINESH MUNANI, aged 51 years,**

both adults, Indian Inhabitants of Mumbai, at presently **Owners of Flat No. 403 on Fourth Floor of 'A' Wing in BHAKTI Co-operative Housing Society Limited situated at Opp. Jain Temple, Jambli Galli, Off. S. V. Road, Borivali (West), Mumbai – 400092.,** hereinafter called "**THE TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assign) of the **ONE PART AND**

**(1) SMT. KALPANA SURENDRA CHANDALIYA, aged 56 years,**

an adult, Indian Inhabitant, presently residing at **Flat No. A-101 on First Floor in "NEW SHIVAM" Building situated at Shripal Complex, Near Petrol Pump, Agashi Road, Virar (West), Dist. Palghar – 401303.,** hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her respective heirs, executors, successors and assigns) of the **OTHER PART.**

**WHEREAS THE TRANSFERORS HEREBY EXPRESSLY REPRESENT AND  
DECLARE TO THE TRANSFEREE AS FOLLOWS:**

- a) By Virtue of an Agreement for Sale dated 02<sup>nd</sup> day of October, 2003, duly registered with the sub-registrar of Assurance No. 3 at Borivali, MSD, under Document Registration No. BDR-6/08462/2003 Dated 03<sup>rd</sup> day of October, 2003; made and entered into at Mumbai between M/s. Noopur Developers, a registered partnership firm having its office at A/4, GardenView, Chandavarkar Cross Road, Borivali (West), Mumbai – 400092., therein called and referred to as “The Developers” of the One Part; and Mrs. Babiben Papatlal Munani and Mrs. Kajal Minesh Munani (The Transferors herein), therein called and referred to as “The Purchasers” of the Other Part; The Transferors herein has purchased and acquired residential flat on ownership basis i.e. Flat No. 403 (hereinafter called and referred to as “The said Flat”), admeasuring 600 sq. ft. Carpet on Fourth Floor of ‘A’ Wing in BHAKTI Apartment situated at Opp. Jain Temple, Jambli Galli, Off. S. V. Road, Borivali (West), Mumbai - 400092., in the said building; and upon the terms and conditions therein contained paid the full consideration thereof and taken vacant and peaceful possession of the said flat and has been in exclusive use, occupy and possession of the said flat;
- b) That the various Owners of Flat/s & Shop/s of the said building formed a Co-operative Society namely BHAKTI Co-operative Housing Society Ltd., registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/W-R/HSG/TC/12650/2004 (hereinafter called “**the said Society**”) and Mrs. Babiben Papatlal Munani and Mrs. Kajal Minesh Munani (The Transferors herein) became one of the members of the said society and by virtue of the membership in the said society they are holding 05 fully paid up Shares of Rs.50/- each bearing No. 101 to 105 (both inclusive), under Share Certificate No. A-21 issued 26<sup>th</sup> day of October, 2004 (hereinafter referred to as SHARES);
- c) The Transferors herein specifically represents as under:
- i) That in the flat aforesaid the Transferors are legally entitled to the said Flat and the said shares together with benefits attached to it and that neither the Transferors herein personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created

or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

- ii) That the Transferors are 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 said shares and benefits and that neither the Transferors had till date hereof at any time either agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or any manner whatsoever.
- iii) That the title of the Transferors in respect of the said Flat with said shares and benefits is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from any third party adverse deal, arrangements, understanding, agreement, agreement for sale, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and licence, charge, mortgage or any other encumbrances.
- iv) That the Transferors herein have not been disqualified or 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 was no 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 Transferors.
- v) That in the manner aforesaid the Transferors have truly, honestly, bonafidely and in good faith disclosed to the Transferee, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Transferee 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 Transferors to the Transferee, the parties have negotiated for sale and purchase of the said Flat alongwith full furniture and fixtures in the said building on the said property with said shares and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the lump-sum price of **Rs. 2,00,00,000/- (Rupees Two Crore Only)** payable to the Transferors with vacant and peaceful possession of the said Flat with said shares and said benefits with legal right to have and call for all relevant deeds, documents, papers and writings from the Transferors and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS the Transferors have informed the said society under the Bye-laws to transfer the shares and interest in the capital/property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said Flat and the said shares to the Transferee.

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 the said shares and said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Transferors hereby declare and confirm 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 Transferors hereby confirm that the Transferee have agreed to purchase the said flat relying upon the correctness of the declarations and representations made by the Transferors in these presents.
2. The Transferors shall sell, transfer, assign and assure and the Transferee shall purchase and acquire the said **Flat No. 403 on Fourth Floor of 'A' Wing in BHAKTI Co-operative Housing Society Limited situated at Opp. Jain Temple, Jambli Galli, Off. S. V. Road, Borivali (West), Mumbai – 400092.**, alongwith full furniture and fixtures., in the said building, more particularly described in the schedule hereunder written **along with five shares of Rs. 50/- each of the society Distinctive No. 101 to 105 (both inclusive), under Share Certificate No. A-21.**, for

the price of **Rs. 2,00,00,000/- (Rupees Two Crore Only)** being the full consideration payable by the Transferee to the Transferors in the following manner:

- a) **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being the **Part Consideration** amount paid by the Transferee to the Transferors on or before the execution of this agreement, the receipt whereof the Transferors doth hereby admit, acknowledge and confirm at the foot of this agreement.
- b) **That the Transferee shall deposit TDS @ 1% i.e. Rs. 2,00,000/- (Rupees Two Lakhs Only) of the Total consideration i.e. Rs. 2,00,00,000/- (Rupees Two Crore Only)** U/s 194-IA of the Income Tax Act, 1961 to the Income Tax Department (Govt. Of India) on or before full and final consideration (as mentioned in Para No. 2 (c)) herein below) and the T.D.S. Challan would be given to the Transferors. This payment will be part of the total consideration of this Agreement.
- c) **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being the Balance Consideration amount by way of Cheque / Pay Order / RTGS or by availing fully / partly loan from any financial institution / Bank on or before **15<sup>th</sup> day of March, 2025** (subject to obtaining society NOC as per standard format of bank for obtaining loan and the Transferors shall undertake and cooperate to obtain any other required papers related to the flat as per the requirement of the bank and also agreed and undertake to sign and execute necessary deeds or documents in respect thereof).

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 ( i ) the payment of above given balance consideration and ( ii ) for handing over vacant and peaceful possession of the said Flat to the Transferee with clear and marketable title free from all encumbrances.
4. It is agreed that the Transferee herein shall be entitled to receive peaceful vacant possession of the said Flat and all other title deeds from the Transferors on the day of the payment of the balance consideration amount including TDS Challan stated in clause 2 (c) hereinabove.

5. If the Transferors fail to complete the contract as per this agreement and the Transferee is willing to pay and fulfil their part of the agreement, then the Transferors shall abide by the terms herein and shall be bound to complete the contract on their part.
6. It is agreed between the parties that if there is any delay or default on the part of the Transferors in performing their part of the contract then the Transferee shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the Transferors.
7. On receiving the full and final consideration including TDS Challan, the Transferors shall immediately put the Transferee in vacant and peaceful possession of the said Flat and shall surrender their right, title and interest in favour of the Transferee and the Transferee 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 developers absolutely without any let or sub-let.
8. The Transferors have obtained the necessary permission from the said society to transfer all their rights, title, claim, interest and benefits whatsoever enjoyed by the Transferors including the shares, deposits if any in favour of the Transferee and shall co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the Transferors in respect of the said Flat unto the Transferee for exclusive use of Transferee thereof as aforesaid.
9. The Transferors further state and declare that they have paid the full consideration in respect of the said Flat and nothing is due and payable by them.
10. The Transferors covenant with the Transferee that only they are the absolute owners of the said Flat and the said shares hereby agreed to be transferred and sold and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the Transferee.
11. The Transferors further covenant with the Transferee that they have not created any charge or encumbrance of whatsoever nature on the said shares or the said Flat nor are the same or any of them the subject matter of any litigation or stay order nor are

the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and they have not created any adverse right whatsoever in favour of any of one in respect of the same or any of them.

12. The Transferors hereby undertake to indemnify and keep indemnified the Transferee against all claims, demands, proceedings, costs and expenses in connection with any liability which the Transferee may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any third party relating to the said Flat sustained prior to the handover vacant and peaceful possession of the said flat.
13. The Transferors shall hand over to the Transferee all those relevant papers i.e. Original Agreement, Original Share Certificate, documents in their possession and control relating to the said Flat immediately on receiving the balance consideration amount alongwith all facilities including but not restricted to amenities, parking, etc. annexed to the said flat which has been transferred or allotted by Developers or society to the Transferors. The said flat and the said annexed facilities shall be transferred by the Transferors to the Transferees and the Transferors shall also sign such other papers, applications, forms and declarations as may be required by the said Transferee from time to time for effectual transfer of the said Flat and said annexed facilities in the name of the Transferee.
14. The Transferors hereby declare that the said Flat is the self-acquired property of themselves and that no one else except them have any right, title and interest in respect of the said Flat and the Transferee shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Transferors or any other person lawfully or equitably claiming through, under or in trust for the Transferors.
15. That after receiving the full and final payment as aforesaid from the Transferee, neither the Transferors nor their legal heirs, executors and administrators shall and will have any right, title, interest or claim to the said Flat.

16. The Transferors hereby covenant with the Transferee that they shall pay to the said society all their shares of taxes and outgoings etc. up to handing over the possession of the said Flat to the Transferee.
17. The Transferee shall become the member of the said 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.
18. It is specifically agreed by and between the parties that the transfer charges of the said society shall be borne and paid by the Transferors and The Transferee equally i.e. 50% each.
19. The Transferee shall lodge the present agreement before the concerned Registrar of Assurances and the Transferors shall admit their signature on the said agreement before the said authority within the prescribed time limit as per law.
20. It is specifically agreed by and between the parties that once the entire consideration amount of the said Flat is paid to the Transferors, this agreement shall be deemed to be treated as Sale Deed.
21. 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 Transferors from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
22. That the Transferors have 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.
23. The Transferors hereby agrees and undertakes to pay all the Municipal Taxes, Charges, rates, cesses, water charges etc. And incidental outgoings to the said Society in respect of the said Flat, up to the date of handing over the possession of the said Flat to the Purchasers as state above. Hereafter, the same shall be paid by the Transferee to the said Society. The Transferors hereby agree to indemnify and keep indemnified the Transferee against any such claim and / or outstanding arrears and /



or statutory dues if any, in respect of the said Flat and to settle the same at her own cost and expenses.

24. It is further agreed by and between the parties that whatever amounts lying in the said Society and also the contribution towards repairs and renovation, the deposits including sinking fund etc., standing in the credit of the Transferors with the said Society shall be transferred in the joint names of Transferee.
25. 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 Transferee.
26. This Agreement is always subject to Mumbai Jurisdiction Only.

**THE SCHEDULE HEREINABOVE REFERRED TO:**

All that Flat No. 403 on Fourth Floor of 'A' Wing in the Society known as BHAKTI Co-operative Housing Society Limited situate and lying on the land situate in the village Borivali in Greater Mumbai in the registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey No. 78, Hissa No. 2, Original Plot No. 67 and Final Plot No. 94 of TPS III, C. T. S. No. 99, 99/1 to 18 situate, lying and being at Village Kanheri, Taluka Borivali

and further details of which are as under:

Address of Flat	Flat No. 403 on Fourth Floor of 'A' Wing in BHAKTI Co-operative Housing Society Limited situated at Opp. Jain Temple, Jambli Galli, Off. S. V. Road, Borivali (West), Mumbai – 400092
Area of Flat	600 sq. ft. Carpet area
Year of Construction	
No. Of Floors of Building	

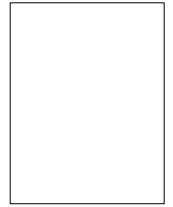
**IN WITNESS WHEREOF** the parties hereto hereunto have set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED } Left Hand Thumb

by the withinnamed the TRANSFERORS }

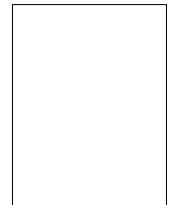
MRS. BABIBEN POPATLAL MUNANI } \_\_\_\_\_

PAN NO. AAOPM2520K }



MRS. KAJAL MINESH MUNANI } \_\_\_\_\_

PAN NO. AAWPM6471B }

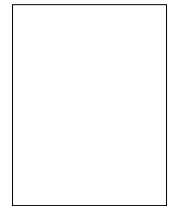


in the presence of ..... } Left Hand Thumb

1.

SIGNED AND DELIVERED }

by the withinnamed the TRANSFEREE } Left Hand Thumb



SMT. KALPANA SURENDRA CHANDALIYA } \_\_\_\_\_

PAN NO. AAYPC8562B }

in the presence of..... } Left Hand Thumb

1.

## RECEIPT

RECEIVED of and from the Transferee **SMT. KALPANA SURENDRA CHANDALIYA,** a sum of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ Only) being the **Part Consideration** amount in respect of the said Flat viz. **Flat No. 403 on Fourth Floor of 'A' Wing, BHAKTI Co-operative Housing Society Limited situated at Opp. Jain Temple, Jambli Galli, Off. S. V. Road, Borivali (West), Mumbai – 400092.,** which we have agreed to sell to them as per the terms of this Agreement.

The said amount is received by us in the following manner:-

Sr. No.	Dated	Tran. ID.	Instrument ID/Ref. ID	Drawn on / Payer Bank	Amount	Payee
1.	26/12/2024	S70819040	12254281	Union Bank of India	Rs. 5,00,000/-	BABIBEN
2.	04/01/2025	S25171786	644125182	Union Bank of India	Rs. 5,00,000/-	KAJAL
3.	23/01/2025	S21994168	646170160	Union Bank of India	Rs. 5,00,000/-	BABIBEN
4.	25/01/2025	S26035775	646396921	Union Bank of India	Rs. 5,00,000/-	KAJAL
5.						
6.						
7.						
8.						
9.				<b>Total</b>		

(Subject to realisation)

Received as above & We say amount received Rs. \_\_\_\_\_/-

**(MRS. BABIBEN POPATLAL MUNANI)**

**(MRS. KAJAL MINESH MUNANI)**

**TRANSFERORS**

WITNESSES:-

- 1.
- 2.

