**AGREEMENT FOR SALE**

 **THIS AGREEMENT OF SALE** is made at Mumbai this \_\_\_\_ day of March 2025.

**BETWEEN**

**(1) Mrs.** **SHILPA SUDESH KADAM** age about 54 years, **AADHAR NO. 507872867710 AND** **PAN NO. BCDPK8628J, AND (2) Mr. SUDESH BAGARAM KADAM** age about 60 years, **AADHAR NO. 469029964214 AND PAN NO. BCDPK8695K** both Indians Inhabitants all having their address at A-201, Pascol Square, Sunder Nagar, Road No.3, Kalina, Santacruz East, Mumbai- 400098, hereinafter called **"THE TRANSFERORSS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators) of the **ONE PART**;

**AND**

**(1) Mrs. BHARATI JAYWANT PAWAR** aged about 42 years, having her **AADHAR NO. 947531792919, PAN NO. ALIPP5547J AND (2) Mr. JAYWANT NARSANNA PAWAR** aged about 49 years, having his **AADHAR NO. 737432005801, PAN NO. AICPP3292R,** both adult Indian inhabitants,both having their address at Room number 11, Joshi house, old CST road, behind Geeta Vihar Hotel, Kalina, Santacruz (East), Mumbai 400029, hereinafter called **"THE TRANSFEREES"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the **OTHER PART**:-

WHEREAS by an Agreement for Sale/ Transfer dated 24th August, 2016 registered under serial no. BDR-4/7617/2016, dated 24/08/2016, executed between **Mr. SHARAD DNYNOBA SAWANT**, therein called the Vendor the party of the One part and **Mrs.** **SHILPA SUDESH KADAM AND Mr. SUDESH BAGARAM KADAM** therein called the Purchasers the party of the Other part the Purchasers therein Purchased from the Developer Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, (hereinafter referred to as the “said Flat”)

**WHEREAS Mrs. SHILPA SUDESH KADAM AND Mr. SUDESH BAGARAM KADAM** herein are absolutely seized and possessed of or otherwise well and sufficiently entitled toFlat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, (hereinafter referred to as the “said Flat”) and is more particularly described in the schedule hereunder written.

AND WHEREAS therein was been admitted as bonafide member of Golden Springs Co-operative Housing Society Ltd, registered under Maharashtra Co-operative Societies Act, 1960 under Serial No. BOM/WHE/HSG(TC)533 of 26/12/1985 (hereinafter referred to as **"the said Society")** and the Transferors are now the member of the said Society, the Transferors are now absolutely seized and possessed of and is otherwise well and sufficiently entitled to the five fully-paid-up shares of the said Society of the face value of Rs. 50/- (Rupees Fifty Only) each bearing distinctive Nos. 0166 to 0170 (both inclusive) under Share Certificate No. 34 (hereinafter referred to as **"the said Shares").**

AND WHEREAS the Transferors are holding 5 fully paid up shares of Rs.50/- each bearing Share Nos. 0166 to 0170 (both inclusive) under Share Certificate No. 34 in the said Society & hereinafter called “the said shares” and by virtue of acquiring the said shares and being members of the said Society, the Transferors are entitled to use, enjoy, enter upon and perpetually occupy Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, more particularly described in the Schedule hereunder written and hereinafter for brevity's sake referred to as "the said Flat”.

AND WHEREAS the Transferors desire to sell the said Flat No. C-9, to the Transferees and the Transferees hereby agree to purchase from the Transferors the said Flat No. C-9, together with all the rights, benefits and privileges attached thereto unto and in favour of the Transferees to which the Transferors have agreed for the lump sum price or consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) and on the terms and conditions hereinafter appearing;

 **NOW IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as under:**

1. The Transferors hereby declare and confirm that what is recited hereinabove in respect of the said premises shall be treated as representation and declaration on her part as if the same are reproduced herein verbatim and form part of this clause. The Transferors hereby confirm that the Transferees have agreed to purchase the said Flat No. C-9, relying upon the correctness of the declarations and representations made by the Transferors in the presents and hereby indemnifies the Transferees against all claim in present and future.
2. The Transferors hereby sells and transfers and the Transferees hereby purchases and acquires from the Transferors free from all encumbrances five fully paid up shares of Rs.50/- each bearing Distinctive Nos. 0166 to 0170 (both inclusive) vide Share Certificate No. 34 issued by Golden Springs Co-operative Housing Society Ltd, registered under Maharashtra Co-operative Societies Act, 1960 under Serial No BOM/WHE/HSG(TC)533 of 26/12/1985 and Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, (the said flat and the said shares are hereinafter collectively referred to as “the said premises”) and more particularly referred to as schedule hereunder written and all the rights and benefits acquired by the Transferors in the said premises together with the benefits of deposit money, sinking fund and other amounts standing credited to the account of the Transferors in the books of The Society/Adani Electricity, and together with all the rights, benefits and privileges attached thereto for the total consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only).
3. The Transferors shall transfer, sell and assign to the Transferees and the Transferees shall purchase and acquire from the Transferors the said 5 shares and the right to use, enter upon, enjoy and perpetually occupy on ownership basis the said Flat No. C-9, in the said Society for the lump sum price or consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only).
4. In pursuance of the above, the Transferees will pay to the Transferor total consideration of amount of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) as per particulars given herein below,
5. Rs.12,00,000/- (Rupees Twelve Lakhs Only) paid through Cheque No. 228658, Canara Bank, on dated 12.02.2025.
6. Rs.15,00,000/- (Rupees Fifteen Lakhs Only) paid through Cheque No. 228656, Canara Bank, on dated 28.01.2025.
7. Rs.1,00,000/- (Rupees One Lakhs Only) paid through \_\_\_\_\_\_\_, under reference no. 14304354665, dated 31.01.2025.
8. Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) paid through Cheque No. 228661, Canara Bank, on dated 27.02.2025.
9. Rs.10,75,000/- (Rupees Ten Lakh Seventy Five Thousand Only) paid through Cheque No. 228660, Canara Bank, on dated 27.02.2025.
10. Balance amount of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ Only) will be paid on sanction of Housing Loan from \_\_\_\_\_\_\_\_\_\_\_\_Finance before possession.
11. 1% TDS amount Rs.1,25,000/- (Rupees One Lakhs Twenty Five Thousand Only) will be deducted by the Transferees upfront and will be deposited with the Income Tax Department by the Transferors. It is undertaken by the Transferees to hand over the TDS Certificate (Form 16B) to the Transferors, within a maximum period of 45 days from the date of Registration of this Sale Agreement
12. The Transferees are at liberty to take loan on the security of the above said five shares and the said Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, in their names and for that purpose, the Transferees are hereby permitted to furnish/execute all the necessary documents and information, but the charge of the Bank for the said Housing Loan amount can be created on the said Flat only after payment of remaining amount of dues of Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- and the said Flat is transferred in the name of the Transferees.
13. The Transferors hereby declare that they have not created any mortgage or encumbrances or liabilities in respect of the title of said five shares and/or the said Flat No. C-9, and the title of the same is clear and marketable.
14. After receiving the full sale consideration amount i.e. (Rs. 1,25,00,000/- Inclusive of TDS amount of Rs. 1,25,000/- the Transferors hereby agree to handover the original Share Certificate along with other relevant records in respect of the said Flat No. C-9, and to help the Transferees to get the said shares transferred in their names in the records of the said Society and to enroll them as members of the said Society.
15. The Transferors have agreed to hand over to the Transferees the vacant and

 peaceful possession of the said Flat No. C-9, along with the keys and original

 documents after the Transferors receive the entire balance consideration amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- from the Transferees with the TDS certificate i.e. within 45 days from the date of this Agreement or as discussed i.e., 2 Months from the date of the advance paid.

1. The Transferors does hereby state and declare that from the date of receipt of full amount of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) all the rights, title and interest created under the above said Flat No. C-9 , and five shares, shall stand transferred, assigned and sold in the name and favor of the Transferees.
2. The Transferors does hereby covenant with the Transferees that the said five shares and the said Flat No. C-9, hereby agreed to be sold and transferred are free from all encumbrances of whatsoever nature and the Transferors have full and absolute power to sell, transfer and deliver possession of the same to the Transferees.
3. The Transferors does hereby covenant with the Transferees that they shall pay to the said Society, Adani Electricity Mumbai Limited, Mahanagar Gas Limited and any other authorities concerned their share of taxes, outgoings, electric bills, etc., in respect of the said Flat No. C-9, till the date of receipt of full sale consideration and handing over the possession of the same to the Transferees.
4. The Transferors does hereby further covenant with the Transferees that after taking possession of the said Flat No. C-9, the Transferees, their heirs, executors, administrators and assigns shall enjoy and perpetually occupy the same forever without any claim, charge, right, interest, demand or lien of the Transferors or any person or persons claiming through or under them or in trust for them subject to the payment by the Transferees of all the taxes, assessments, charges, duties, etc., payable to the said Society, Government, Revenue or Local Authorities or Municipal Corporation of Greater Mumbai, Adani Electricity Mumbai Limited, hereafter in respect of the said Flat No. C-9.
5. The Transferees does hereby covenant with the Transferors that they shall pay their share of taxes, outgoings etc., in respect of the said Flat No. C-9, to the said Society from the date of taking possession of the same.
6. The Transferees does hereby covenant with the Transferors that after taking possession of the said Flat No. C-9, the Transferees shall abide by all the rules, regulations and bye-laws of the said Society and that the Transferees hereby agrees and undertakes to pay and discharge all calls, demands, contributions, etc., which the said Society may thereafter make in respect of the said Flat No. C-9, in the building of the said Society.
7. The Transferors have no objection if the Adani Electricity Mumbai Limited transfers the Consumer Account No. \_\_\_\_\_\_\_\_\_\_\_ along with the deposit in respect of the said Flat No. C-9, after the same is transferred in the names and favour of the Transferees.
8. The Transferors hereby states that they have not contracted to sell or mortgage the said five shares and/or the said Flat No. C-9, or any part thereof to any person or persons nor is there any loan or claim, outstanding against the said Flat and the said five shares and they have full and independent right to transfer, sell and dispose of the same and deliver possession of the same to the Transferees. The Transferors hereby state and declare that the title of the said five shares and the said flat is clear and marketable.
9. The Transferors hereby request the said Society to transfer all the amounts deposited to their credit in the account of the Society such as sinking fund, etc. in the name and favor of the Transferees after the said Flat No. C-9, and the said 5 shares are transferred in their names in the record of the said Society.
10. The Transferors hereby state and declare that after receiving the full price or consideration of the said Flat No. C-9 , they or their legal heirs will not claim any right, title or interest of whatsoever nature in the said 5 shares or the said Flat No. C-9 or any part thereof.
11. Should there be any claim in respect of the said Flat from any person or persons or authority pertaining to any period prior to the date of the agreement signed and executed and transfer of the said Flat in the name of the Transferees in the books/records of the Society, the Transferors hereby agree to indemnify and keep indemnified the Transferees against such claims., demands, actions, proceedings, costs and expenses that the Transferees may incur.
12. The Transferors does hereby further covenant with the Transferees that after receiving the full consideration amount, they shall sign and execute all the necessary documents, Transfer Deed, forms, applications, acts, deeds and things whatsoever as required by the Society to transfer the said Flat in the name of the Transferees.
13. The Transferors hereby agree to give vacant possession of the said Flat No. C-9 , to the Transferees after receiving the balance consideration amount of Rs. \_\_\_\_\_\_\_\_\_\_\_/-. They further agree to sign all the necessary forms, which are required by the Society for the purpose of transferring the said Flat No. C-9 , in the name of the Transferees, after receipt of full sale consideration.
14. The Transferors hereby state and declare that all the rights, title and interest created under the above said agreements and documents, Share Certificate, etc. shall automatically stand transferred, assigned and sold in the name and favor of the TRANSFEREES after the TRANSFEREES pays the entire sale consideration amount in full to the Transferors.
15. The Transferors hereby covenants with the Transferees that notwithstanding any act deed, matter or thing whatsoever nature by the Transferors or any person or persons lawfully or equitably claiming by from through under or in trust for the Transferors made, done, committed, omitted or knowingly suffered to the contrary, the Transferors have in themselves good, right, full power and absolute authority to sell the said premises in favour of the transferees and that their ownership thereof is valid and subsisting in law for all purposes and in all respect and that neither the Transferors nor any one on their behalf have done, omitted or committed to do any act, deed or matter or thing whereby the ownership of the said premises may be rendered void or voidable for any reasons or any account.
16. This Agreement shall always be subject to the Provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 or the provisions of the Maharashtra Apartment ownership act, 1970.
17. The transfer charges of the Society of Rs.25,000 shall be exclusively borne by the Transferees.
18. The Stamp duty payable on this Sale Deed and the registration and related charges shall be borne and paid by Transferees alone. All other expenses of this Agreement and fees of the Advocate shall also be borne and paid by Transferees alone.
19. The Transferors hereby declare that : -
20. The Transferors alone is the absolute owners of the said Flat No. C-9 , including the rights and benefits attached thereto and no one else have any right, title or interest in the said Flat No. C-9 .
21. There are no proceedings pending in any court of law touching or affecting the said Flat No. C-9 .
22. The said Flat No. C-9 , is not subject to any charge, liability, encumbrance, litigations, adverse claim and prior to the execution of this agreement, they have not entered into any agreement for sale, lease, or leave and license, tenancy, mortgage or otherwise in respect of the said Flat No. C-9 .
23. They will, at the request of the Transferees, whenever required do and execute or cause to be done and executed all such Acts, deeds, things and documents for more perfectly assuring the said premises, deposit money and all the benefits attached thereto in favor of the Transferees.
24. The said premises is not attached either before or after the judgment or at the instance of any taxation authorities or any authorities and they have not given any undertaking to the taxation authorities, Bank or any Financial Institution so as not to deal with, dispose of the said premises and they are fully competent and entitled to sell the said premises to the Transferees.
25. There are no insolvency proceedings pending or contemplated against them.
26. Relying on the aforesaid declarations and representations of the Transferors and believing the same to be true and correct, the Transferees have purchased the said Flat No. C-9 .
27. The Transferees shall and will at all times hereafter peacefully and quietly occupy and possess the said flat without any interruption, claim or demand whatsoever from the Transferors any person or persons lawfully or equitably claiming by, from, under or in trust for the Transferors.
28. The Transferors does hereby declare that all the municipal taxes, water charges, electricity charges MGL gas charges and other outgoings in respect of the said flat, as also all moneys due and payable to the society has been paid by them up to the date of execution of these presents.
29. The Transferors have also handed over to the Transferees necessary forms duly signed as required by the said society along with Share Certificate No. \_\_\_\_\_\_.
30. The Parties hereto hereby state that the contents of this Agreement have been explained to them and they have properly understood all the contents of the same and thereafter they have signed it with their own free will without any force, coercion, compulsion and undue influence and in their proper state of mind.

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

**S C H E D U L E**

 ALL THOSE 5 shares of Rs.50/- each bearing Distinctive Share Nos. 0166 to 0170 (both inclusive) under Share Certificate No. 34 and Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, Land bearing CTS No.5651,5656 (pt),5658,5659 and 5660, of Village – Kolekalyan, Taluka - Andheri, in the Registration District and the Sub-District of Mumbai Suburban. Building consist of Ground plus + 4 floors, the building constructed in the year 1984.

**SIGNED, SEALED AND DELIVERED )**

By the Within named **“TRANSFERORS”** **)**

**(1) Mrs. SHILPA SUDESH KADAM**

**(2) Mr. SUDESH BAGARAM KADAM**

in the presence of: )

1.

2.

**SIGNED, SEALED AND DELIVERED )**

By the Within named **“TRANSFEREES”** )

**(1) Mrs. BHARATI JAYWANT PAWAR**

**(2) Mr. JAYWANT NARSANNA PAWAR**

In the presence of )

1.

2.

**RECEIPT**

 Received of and from the within named Transferees **Mrs. BHARATI JAYWANT PAWAR** **AND** **Mr. JAYWANT NARSANNA PAWAR** on or before the execution of these presents the total consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) being full, final and total consideration amount within mentioned and paid by them to us as per the details given below, for the sale of Flat No. C-9, on 2nd Floor, area admeasuring 540 sq. ft. Built up, in the building known as Golden Springs Co-operative Housing Society Ltd, situated at Off Sundar Nagar Road No.2, Kalina, Santacruz (East), Mumbai- 400098, Land bearing CTS No.5651,5656 (pt),5658,5659 and 5660, of Village – Kolekalyan, Taluka - Andheri, in the Registration District and the Sub-District of Mumbai Suburban.

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| --- | --- | --- | --- |
| **Payment Mode** | **Bank** | **Date** | **Amount** |
| **Cheque No. 228658** | **Canara Bank** | **12/02/2025** | **Rs.12,00,000/-** |
| **Cheque No. 228656** | **Canara Bank** | **28/01/2025** | **Rs 15,00,000/-** |
| **Reference No. 14304354665** | **Canara Bank** | **31/01/2025** | **Rs.1,00,000/-** |
| **Cheque No. 228661** | **Canara Bank** | **27/02/2025** | **Rs.1,25,000/-** |
| **Cheque No. 228660** | **Canara Bank** | **27/02/2025** | **Rs.10,75,000/-** |
|  |  |  |  |
|  |  |  |  |
|  |  | **TOTAL** | **Rs.** |

 **WE SAY RECEIVED**

 **(1) Mrs. SHILPA SUDESH KADAM**

 **(2) Mr. SUDESH BAGARAM KADAM**  **TRANSFERORS/OWNERS**

**WITNESSES**:-.