

## **AGREEMENT FOR SALE**

**ARTICLES OF THIS AGREEMENT** is made and entered into at **Thane** on this \_\_\_\_\_ day in the month of **MARCH, 2025**.

### **B E T W E E N**

(1) **MRS. JAYASHREE CHETAN SHAH**, age - 47 years, PAN – CHAPS9588J, Aadhaar Card No. \_\_\_\_\_ and  
(2) **MR. CHETAN VELJI SHAH**, age - 53 years, PAN – AERPS8390C, Aadhaar Card No. \_\_\_\_\_,  
both Indian Inhabitants, residing at Flat No.702, 7<sup>th</sup> Floor, Shree Arihant Towers Co-Op.Hsg.Soc.Ltd., Lalbaug, Dr. Moose Road, Naupada, Thane (W) - 400602, hereinafter referred to as the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof includes their heirs, executors, administrators and assigns) of the **FIRST PART**.

### **A N D**

**MR. SAMEER EKNATH SAWAL**, age - 49 years, PAN – BFYPS7063H, Aadhaar Card No.6615 6835 1746, AND **MRS. MADHURI SAMEER SAWAL**, age 52 years PAN – AGYPB5169M, Aadhaar Card No. 5752 9250 5807 Indian Inhabitant, residing at 140/4185, Kannamwar Nagar – 2, Vikhroli (E), Tagore Nagar, Mumbai – 400083, herein after referred to as the **“TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof includes his executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS :-**

1. WHEREAS TRANSFERORS herein are owners of the flat bearing **Flat No.702, admeasuring 830 Sq.ft. Super Built-up** area on **7<sup>th</sup> Floor** in the society known as **SHREE ARIHANT TOWERS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 12006/2000-2001, dt.21/10/2000)** lying, being and situated at **Lalbaug, Dr. Moose Road, Naupada, Thane (W) - 400602, Revenue Village - Naupada, bearing City Survey No.13, Tika No.16, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, (hereinafter referred to as the "SAID FLAT")**.

**AND** the Transferors originally purchased the said flat from **Mr. Mansukh Velji Shah** vide an Agreement for Transfer **dt.19/12/2013** and registered the same with Sub-Registrar of Assurances, Thane under **Doc. No.TNN5-12621-2013, dt.19/12/2013** at **Receipt No.13573**.

**AND WHEREAS, Mr. Mansukh Velji Shah** purchased the above mentioned flat from **M/s. Arihant Developers** vide an Agreement for Sale **dt.22/12/1995**, but the said document was not registered on that time. **Mr. Mansukh Velji Shah** had paid Stamp Duty and Registration Fee and registered the said document with Deed of Confirmation **dt.24/11/1997** and registered the same with Sub-Registrar of Assurances, Thane under **Doc. No.5854/1997, dt.24/11/1997**.

2. The TRANSFERORS have paid up the consideration amount payable by them towards the said Flat and have been absolute owners of the said Flat.

3. The TRANSFERORS are in possession of the said Flat as members of the said Society and holds **Share Certificate No.16, Comprising Shares from 76 to 80, dt.01/11/2000** and have all the rights, title and interest to deal with the said Flat in whatever way they likes.
4. The TRANSFERORS have now agreed to sell the said Flat to the TRANSFEREE and the TRANSFEREE has agreed to purchase the same from the TRANSFERORS on ownership basis.
5. The parties hereto have agreed upon the terms and conditions in respect of the said sale of the flat.
6. The parties hereto being now desirous of recording the said terms and conditions in writing.
7. The Society has No Objection for this transaction and agrees to admit the TRANSFEREE instead of TRANSFERORS herein as a member of the society.
8. The TRANSFERORS now intends to sell all their rights, titles, interest and benefits in the said flat and the TRANSFEREE agrees to purchase on the terms and conditions and covenants mutually agreed upon by and between the parties hereto as hereinafter appearing.

**NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-**

1. The TRANSFERORS are the sole and absolute owners of the said Flat and have got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFERORS have not done any

act, deed, matter or thing whereby they are prevented from entering into this Agreement for Sale on the various terms and conditions stated herein in favour of the TRANSFEREE.

2. The TRANSFERORS have not agreed to sell, transfer, alienate or encumber the said Flat and or any part thereof and have not entered into any agreement orally or in writing to sell, transfer, alienate or encumber the said Flat and or any part thereof to or in favour of any other person whomsoever.
3. The TRANSFERORS have not received any token money, earnest money or any amount whatsoever in respect of the said Flat from any other third party.
4. There are no outstanding mortgages, liens and notices for acquisition in respect of the said Flat.
5. The said Flat is not subject matter of any pending suit or attachment before or after judgement of any court of law or authority for recovery of any debt, decretal amount, Income Tax, Wealth Tax, Gift Tax or any other amount by way of taxes and / or penalties thereon.
6. There do not subsist any order of injunction or appointment of Court Receiver on the Said Flat or any part thereof issued by court of Law or other Authority.
7. The said Flat hereby agreed to be sold is free from encumbrances of any nature whatsoever and the same is not attached either before or after the judgement or at the instance of taxation authority or any other authorities and the TRANSFERORS have not given any undertaking to the taxation authorities so as not to deal with or dispose of right,

title and interest in the said Flat and that the TRANSFERORS have full and absolute power to deal with the same.

8. There are no attachment or prohibitory order issued by the Competent authority or Court or any government or semi-government authority or bank prohibiting from dealing with or selling or transferring the said Flat contemplated under these presents.
9. 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 transfer of the said Flat to and in the name of TRANSFEREE in the books/records of the society, the TRANSFERORS hereby agree to indemnify and keep indemnified the TRANSFEREE against all or any such claims.
10. The TRANSFERORS shall sell and the TRANSFEREE shall purchase the **Flat No.702, admeasuring 830 Sq.ft. Super Built-up** area on **7<sup>th</sup> Floor** in the society known as **SHREE ARIHANT TOWERS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 12006/2000-2001, dt.21/10/2000)** lying, being and situated at **Lalbag, Dr. Moose Road, Naupada, Thane (W) - 400602, Revenue Village - Naupada**, bearing **City Survey No.13, Tika No.16**, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, well described in the schedule written hereunder, at the Lumpsum price of **Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only)**.

11. The TRANSFEREE agreed to pay the said **Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only)** as under :-

<b>Sr. No.</b>	<b>Cheque No./ Online Transfer</b>	<b>Date</b>	<b>Name of Bank</b>	<b>Amount</b>
			<b>TOTAL</b>	<b>28,85,000/-</b>

**Rs.1,15,000/- (Rupees One Lakh Fifteen Thousand Only)** paid towards **1% TDS** amount and the TRANSFEREE will handover TDS paid Challan to the TRANSFERORS at the time of registration of this Agreement for Sale.

Balance Amount of **Rs.85,00,000/- (Rupees Eighty Five Lakhs Only)** shall be paid after sanction of loan from any financial institution **within 45 working days from the date of registration of this Agreement for Sale.**

12. The TRANSFERORS hereby state and declare that, the said Flat is free from all encumbrances and liabilities and if any, the same will be cleared by the TRANSFERORS at their own cost. The TRANSFERORS have paid up the Municipal Taxes/ Government Dues, Taxes/Local Govt. Taxes, etc. and other charges payable by them to the concerned authorities as the same may be till the date of handing over possession of the said Flat. The TRANSFEREE will have to pay all the dues, charges, fees, taxes, maintenance charges etc. against the said flat from the date of taking possession of the said flat and the TRANSFERORS shall not be responsible to meet the same from the date of such possession.

13. The TRANSFERORS have got all the rights, title and interest to sell, transfer and convey the said Flat as the same is themselves acquired separate property and no other person or persons have got any rights, title or interest or claim of whatsoever nature into and upon the said Flat.
14. The TRANSFERORS hereby agree and undertake to get the said Flat along with **Electric Meter No.9003103813, Consumer No.000024210251** duly transferred in favour of the TRANSFEREE herein with relevant records and for the purpose the TRANSFERORS herein agree and undertake to sign and execute and/or get signed and executed all such necessary applications, forms, deeds, matters, and thing as may be necessary at any time in future, but at the cost of the TRANSFEREE herein.
15. The TRANSFEREE hereby declares that, all the Rules, Regulations in force and bye-laws of the said Society will be observed by the TRANSFEREE.
16. The TRANSFEREE hereby declares that, he had taken inspection of the said Flat in all respect and the Flat is in order.
17. The TRANSFERORS hereby agree to sign the various forms as per provisions of the various acts and co-operate the TRANSFEREE for completing all the formalities in connection with the said matters.

18. The TRANSFERORS have agreed to deliver to the TRANSFEREE all original documents relating to purchase of the Flat which are in possession of the TRANSFERORS and application duly signed by the TRANSFERORS for transfer of the said Flat in favour of the TRANSFEREE.
19. The TRANSFERORS undertake to deliver vacant and peaceful possession of the said Flat to the TRANSFEREE only on receipt of full and final consideration amount.
20. The TRANSFEREE shall bear the amount to be spent towards Stamp Duty, Registration Fee etc. as applicable and Society Transfer Fee will be paid by both parties in equal proportion i.e. 50% each.
21. This Agreement is made subject to Maharashtra Ownership Flat Act, 1963 and the rules made there under.

### **SCHEDULE OF THE PROPERTY**

**ALL THAT** piece and parcel of **Flat No.702, admeasuring 830 Sq.ft. Super Built-up** area on **7<sup>th</sup> Floor** in the society known as **SHREE ARIHANT TOWERS CO-OP.HSG.SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 12006/2000-2001, dt.21/10/2000)** lying, being and situated at **Lalbaug, Dr. Moose Road, Naupada, Thane (W) - 400602, Revenue Village - Naupada**, bearing **City Survey No.13, Tika No.16**, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation.



**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their hands and seals the day and year first herein above written.

SIGNED, SEALED & DELIVERED By  
Withinnamed "**TRANSFERORS**"

**(1) MRS. JAYASHREE CHETAN SHAH**

**(2) MR. CHETAN VELJI SHAH**

SIGNED, SEALED & DELIVERED by  
Withinnamed "**TRANSFeree**"

**MR. SAMEER EKNATH SAWAL**

**MRS. MADHURI SAMEER SAWAL**

**WITNESSES :**

**1.**

**2.**

## RECEIPT

**RECEIVED** from **MR. SAMEER EKNATH SAWAL AND MRS. MADHURI SAMEER SAWAL** sum of **Rs.28,85,000/- (Rupees Twenty Eight Lakhs Eighty Five Thousand Only)** being **PART PAYMENT** against the sale of **Flat No.702, admeasuring 830 Sq.ft. Super Built-up** area on **7<sup>th</sup> Floor** in the society known as **SHREE ARIHANT TOWERS CO-OP.HSG. SOC.LTD., (Regd. No.TNA/ (TNA)/ HSG/ (TC)/ 12006/2000-2001, dt.21/10/2000)** lying, being and situated at **Lalbaug, Dr. Moose Road, Naupada, Thane (W) - 400602, Revenue Village - Naupada**, bearing **City Survey No.13, Tika No.16**, Tal. and District Thane, Registration District and Sub-Registrar Thane, within the limits of Thane Municipal Corporation, in the following mode and manner ;

<b>Sr. No.</b>	<b>Cheque No./ Online Transfer</b>	<b>Date</b>	<b>Name of Bank</b>	<b>Amount</b>
			<b>TOTAL</b>	<b>28,85,000/-</b>

**Rs.28,85,000/-**  
**WE SAY RECEIVED**

**(1) MRS. JAYASHREE CHETAN SHAH**

**(2) MR. CHETAN VELJI SHAH**  
**TRANSFERORS**

**WITNESSES :-**

1)

2)