**(GENERAL STAMP RS 2,19000 /-)**

**AGREEMENT FOR SALE**

CONSIDERATION VALUE **RS 36,50,00 /-**

GOVERNMENT VALUATION RS **36,11,000 /-**

THIS **AGREEMENT FOR SALE** is entered and executed on this day of th feb , 2022. At-Bhiwandi Dist-Thane.

**BETWEEN**

**MR, RAMKRISHNA ABA GAWADE** adult female, aged 51 years, (**Pan. No.ADGPG3822K)** having its Residing at Room. No. 27, 2nd Floor Murlidhar Nivas, S.S.Wagh Marg ,Naigoan,Dadar (East) Mumbai-400014, here in after referred to as **“SELLER/TRANSFEROR**” **[**which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & Include their heirs, legal representatives, executors, administrators and assigns**]** “**THE PARTY OF THE FIRST PART**”.

**AND**

**1)MR. SUNIL SATISH VARMA ,** adult male, aged 47 years, (**Pan. No. AAWPV5285G) 2)MRS.RUHI SUNIL VARMA ,** adult female, aged 40 years, (**Pan. No. AECPV5098R) Both Residing** B 8, Manish Kaveri, J-P Road, Kelkar Hospital, Azad Nagar, Andheri (West) Mumbai -40053; hereinafter referred to as **“PURCHASER/ TRANSFEREE**” [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes its heirs, legal representatives, executors, administrators and assigns**]** “**THE PARTY OF THE SECOND PART**”**.**

WHEREAS: -

**MR, RAMKRISHNA ABA GAWADE** is the owner of an Industrial Unit bearing Gala No 18 admeasuring about 1250.00 sq. ft. equivalent to.116.17 sq. mtrs. carpet area on the Ground floor of the Building C-1 in the Print World Industrial Complex situated at Vehele Tal, Bhiwandi Dist Thane – 421302, constructed on the plot of land lying, being and situated at Survey nos. 15/1 to 6, 15/8, 15/11 to 13, 15/15, 15/16, 16/1, 16/2, 23/1, 23/2, 23/3, 24/14B, 24/15, 24/17 and 24/31, of Village Vehele, Taluka Bhiwandi within the limit of Grampanchay at Vehele, in the Registration District and Sub-district of Thane (hereinafter referred to as the **“Said Property”** for the sake of brevity and convenience and more particularly described in the Schedule hereunder written).

1. That M/s.PANORMA REALTY, a Proprietary Firm of Mr. Jojimon Philip Joseph having its office at Ground Floor, Sunrise Villa No.002 Sunrise Valley, Haji Malang Road, Kalyan (East), Thane 421306 (Hereinafter referred to as the “Developers) Constructed a complex known as “Print World Industrial Complex” comprising of various multi storeyed building(s) one of which being building No “C-1” (**the said** ‘’**building’’**) on the land(s) or ground(s) lying, being and situated at survey nos. 15/1 to 6, 15/8, 15/11 to 13, 15/15, 15/16, 16/1, 16/2, 23/1, 23/2, 23/3, 24/14B, 24/15, 24/17 and 24/31 of VillageVehele, Taluka Bhiwandi, within limits of Grampanchay at Vehele, in the Registration District and Sub-district of Thane.
2. Originally under an Agreement for Sale dated 14th AUGUST 2014, **MR, RAMKRISHNA ABA GAWADE** had purchased the **“said property”** from **M/s. Panorama Realty,** a Proprietary Firm, through its proprietor **Mr. Jojimon Philip Joseph** The said Agreement is registered before Joint Sub-Registrar, Bhiwandi vide agreement no BVD-3- 4138-2014 dated 14-08-2014, Receipt no. 4428.
3. Accordingly, **MR, RAMKRISHNA ABA GAWADE** acquired right, title and interest in the said property and became sole and absolute owner and was entitled to sale, transfer, convey and assign his right title and interest in the said property to the Party of the First Part.
4. Whereas the **Party of the First Part** were entitled to a self-contained an Industrial Unitt Bearing Gala No 18 admeasuring about 1250.00 sq. ft. equivalent to.116.17 sq. mtrs. carpet area on the Ground floor of the Building C-1 in the Print World Industrial Complex situated at Vehele Tal, Bhiwandi Dist Thane – 421302– 421302, constructed on the plot of land lying, being and situated at Survey nos. 15/1 to 6, 15/8, 15/11 to 13, 15/15, 15/16, 16/1, 16/2, 23/1, 23/2, 23/3, 24/14B, 24/15, 24/17 and 24/31, of Village Vehele, Taluka Bhiwandi within the limit of Grampanchayt a (herein after referred to as the “said Industrial premises” .**Party of the First Part** decided to sale the “said Industrial premises” to **1)MR. SUNIL SATISH VARMA, 2)MRS.RUHI SUNIL VARMA** accepting “the said property” apart consideration for the “said Industrial premises”.
5. That **Party of the First Part** had sold, assigned, conveyed and transferred the “said Industrial premises” to **1)MR. SUNIL SATISH VARMA, 2)MRS.RUHI SUNIL VARMA** a total consideration of Rs.20,00,000 /-(Rupees Twenty lakh only) vide Deed of Transfer having registration no .BVD-1/ agreement no. BVD-3-4138-2014 dated 14-08-2014 bearing receipt no. 4428 with the Sub-Registrar Bhiwandi
6. That the “said Property” valued at Rs. Rs.20,00,000 /-(Rupees Twenty lakh only) for “said Industrial property” to be paid to the **Party of the First Part** by **MR, RAMKRISHNA ABA GAWADE** That the consideration amount of Rs. Rs.20,00,000 /-(Rupees Twenty lakh only) has been received and has been acknowledged in the registered agreement no. BVD-3-4138-2014 dated 14-08-2014 bearing receipt no. 4428
7. The **“said Property”** having valued Rs. /- Rs.20,00,000 /-(Rupees Twenty lakh only) at BVD-3-4138-2014 dated 14-08-2014 bearing receipt no. 4428 was transferred to the **Party of the First Part** b**y MR, RAMKRISHNA ABA GAWADE** in lieu of part consideration for the “said Industrial premises” amounting to Rs.20,00,000 /-(Rupees Twenty lakh only) for the “said industrial premises” through a registered agreement before Joint Sub-Registrar, Bhiwandi vide agreement BVD-3-4138-2014 dated 14-08-2014 bearing receipt no. 4428 (hereinafter called and referred to as the **“Principal Agreement’’)**.
8. Whereas the Parties of the Principal Agreement have fulfilled their obligations as mentioned in the said Agreement dated 14/08/2014. had handed over the legal, valid and peaceful possession of the said property to the Party of the First Part herein. Since then, the said property is owned, possessed and sufficiently entitled by Party of the First Part. Accordingly, PARTY **OF THE FIRST PART** viz. **MR, RAMKRISHNA ABA GAWADE** the owners of the said property.
9. Accordingly, **PARTY OF THE FIRST PART** viz. **MR, RAMKRISHNA ABA GAWADE** acquired the right, title and interest in the said property and became the absolute owners of the said property. The Party of the First Part is now well and sufficiently possessed of the said Property with all rights, title, interest, and benefits attached thereto and the said free from all encumbrances.
10. The various purchasers of industrial and other units of the said building viz. **building no. “C1”** are entitled to form, incorporate and register a Co-operative housing society, Condominium of apartment owners, Limited Company or any other Association of Owners Permissible under the Law, (the “**Association”),** however the betterment of the building(s) of the said Association is done and carried out by the said Developers.
11. That the Seller/Transferor is legally and lawfully entitled to the membership of such an Association and accordingly, shall be entitled to (i) in case of Co-operative housing society the undivided share and interest(s) in the capital/property of the said Association (ii) in case of Condominium of apartment owners, Limited company or any other Association of Owners permissible in the law the specific Share and interest(s) in the capital/property of the said Association (hereinafter called and referred to as the “**Shares**”)
12. The Seller/Transferor have complied with and fulfilled all their obligations towards their predecessors-in-title and the Seller is in absolute and exclusive possession of the said property as a lawful owner thereof. The Seller is well and sufficiently entitled to, possessed and/or in enjoyment of the said property and membership in the said industrial units of the said ***Industrial Gala No. 18 in the. building no. “C1” of “PRINT WORLD INDUSTRIAL COMPLEX”,*** free from all encumbrances, claims and/or demands of any nature whatsoever.
13. WHEREAS the Transferor are desirous to transfer all their right, title and interest in the said property together with their shares and membership rights, title and interest in the funds and assets of the said industrial units of the said building known as **building no. “C1” “PRINT WORLD INDUSTRIAL COMPLEX**”, free from all encumbrances and/or claims to prospective purchasers and were in search of prospective Purchaser.
14. The Transferee/Purchaser have upon knowing about the intention of Seller to sell/transfer the said property together with their membership and shares in the said industrial unit bearing **Gala no. 18 of building no. “C1”, “PRINT WORLD INDUSTRIAL COMPLEX’** more particularly as described in the Schedule of Property written hereunder, approached the Seller with a proposal for purchasing/acquiring the same free from all encumbrances and liabilities and upon request of Purchaser, meetings and negotiations held between them and the Seller have agreed to sell, transfer, convey and assign their right, title, interest in the said Property mentioned in the Schedule in favor of the Purchaser and the Purchaser has agreed to purchase and acquire the same free from all encumbrances for total consideration of upon the terms and subject to the conditions hereinafter mentioned.
15. That the **SELLER/TRANSFERORS** represented to the PURCHASERS/TRANSFEREES that:
    1. He is, absolute and lawful owners of the said property and no other person/s has / have right, title or interest in the said property and he is sufficiently entitled to deal with and/or dispose of the said property.
    2. There are no suits, litigations, civil or criminal or any other proceeding pending against the Transferor/Seller personally affecting the said property.
    3. There are no attachments or prohibitory order against or affecting the said property and the said property is free from all encumbrances or charges and/or is not the subject matter to any lis-pendens or easements or attachments either before or after judgment. The Transferors/Sellers have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation or panchayat regarding any of the proceedings in respect of the said property.
    4. The Transferors/Sellers have not mortgaged the said property with any institutions and the said property is free from all encumbrances, charges, lien, etc.
    5. The Transferors/Sellers have paid all the necessary charges of any nature whatsoever in respect of the said property and the Transferors/Sellers have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said property.
    6. The Transferors/Sellers in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment, mortgage, gift, Memorandum of Understanding or other way whatsoever. He has not created any tenancy or any other rights of the like nature in the said property and have not dealt with or dispose of the said property in any manner whatsoever.
    7. Neither the Transferors/Sellers nor any of their predecessors in title has/have received any notice either from statutory body or authorities regarding the requisition and/or acquisition of the said property.
16. The Transferors/Sellers have good and clear title, free from all encumbrances of any nature whatsoever of the said property and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the Transferor/Seller and/or against the said property or any part thereof.
17. The Transferors/Sellers are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, and Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other statues from disposing of the said property or any part thereof in the manner stated in this agreement.
18. The Transferors/Sellers have not done any act, deed, matter or thing whereby he is prevented from entering into this agreement on the various terms and conditions stated herein in favor of the TRANSFERRES/PURCHASERS and the Transferors/Sellers have all the right, title and interest to enter into this agreement with the PURCHASERS on the various term and conditions as stated herein.
19. AND WHEREAS believing the aforesaid representations, the Purchasers/Transferees offered to purchase the said property and right, title and interest in and upon along with all the benefits and appurtenant attached to the said property and also along with the benefits of the membership, at and for LUMP-SUM PRICE / CONSIDERATION of). Rs.36,50,000 /-(Rupees Thirty six Thousand Fifty Thousand only)
20. AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same has been ultimately accepted by the TRANSFERORS/SELLERS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing as follows.
21. **NOW THEREFORE THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

That in pursuance of the total consideration amount of Rs.36,50,000 /-(Rupees Thirty six Thousand Fifty Thousand only)paid by the Purchaser to the Sellers/Owners as a Total consideration towards the Purchase of the said property i.e. ***Industrial Gala No. 18 admeasuring 1250 sq. ft. equivalent to 116.17 sq. mtrs. carpet area on the Ground floor of the Building C1 in the Print World Industrial Complex*** situated atVillage Vehele, Taluka Bhiwandi, District Thane – 421302, more particularly as described in the SCHEDULE OF PROPERTY hereunder written together with the shares, membership rights and undivided interests of Sellers in the funds and assets of the said Society, after deducting TDS @ 1 % and no remaining amount is left to be paid. And the payment and receipt whereof the Seller do hereby admit and acknowledge of and from the same. The said amount has been paid to the Seller as per details mentioned below.

| Amount | Bank name | Cheque No. | Date |
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1. The Seller has hereby granted, sold, assigned, released, conveyed and assured unto the Purchaser forever all that pieces and parcel of the said property mentioned in the schedules herein along with other rights, privileges, entitlements, and interest attached thereto in favor of the Purchaser.
2. **THE SELLERS/OWNERS HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:**
3. That Sellers/Transferors herein state that they are absolute and joint owner of ***Industrial Gala No. 18, on Ground Floor, admeasuring 1250.00 Sq. Ft., equivalent to 116.17 Sq. Mtrs., (Carpet Area), in the Building No. “C-1”, in “PRINT WORLD INDUSTRIAL COMPLEX”,*** situated at Village Vehele, Taluka Bhiwandi, District Thane – 421302, more particularly as described in the SCHEDULE OF PROPERTY hereunder written together with the shares, membership rights and undivided interests of Seller in the funds and assets of the said Complex, and no other person or persons has or have any right, title, interest, claim or demand of any nature of whatsoever unto or upon the said property either by way of sale, charge, lien, gift, trust lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Purchaser.
4. That the Seller/Transferors have agreed to sell, assign, convey, transfer and assure the said Property the quiet, vacant, peaceful and physical possession thereof, the right(s) title and interest(s), fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Association, deposit(s) including deposit(s) for all utilities and benefit(s) attached to the said Property and the entitlement membership of the said Association, absolutely free from all Claim(s), demand(s), encumbrance(s), litigation(s) whatsoever for or at the said Consideration/Price set out in the and on the term(s) and condition(s) set out herein
5. That the Seller/Transferors assure that there are no encumbrances on the said Property and they have paid full charges, outgoings fees, levies, taxes, etc. in respect thereof;
6. That Seller/Transferors are in exclusive possession of the said property and said Property is free from all encumbrances, charges, lien, mortgage, etc. and no financial institutions or any other person/s has or have any claim of whatsoever nature against the said Property.
7. The Seller/Transferors have not created any third-party interests in respect of the said property and/or membership and shares in the said Complex by entering into any Agreements for Sale, Transfer, Assignment, Mortgage, Lease or Leave & License or in any other manner whatsoever. The Seller hereby declares and confirms that that they have a clear and marketable title to the said property and membership in the said complex and they have full right and absolute authority to transfer the said property and membership in the Complex unto the Purchaser free from any claims or encumbrance of any nature whatsoever.
8. The Seller/Transferors state and declare that the said property and/or the shares and membership in the said Society is not the subject matter of any Court Case and is not the subject-matter of any attachment proceedings either before Judgment and/or after decree. The Seller/Transferors further state and declare that no part of the property or the membership in the Society is under attachment of the Court Receiver, Bhiwandi/Thane/Mumbai or any other officer appointed for the said purpose by any Court of Law, in any pending dispute or litigation in any Court of Law or Tribunal in which the Seller or anyone of them may be directly interested or be a party thereto. The title of the said property is clear, marketable and free from all encumbrances.
9. The Seller/Transferors have not created any adverse rights in respect of the said property whereby he is prevented from entering into these presents with the Purchaser.
10. There are no proceedings instituted by or against the Seller/Transferors herein in respect of his right, title and interest in the said property that is pending in any court or before any authority and the said property is neither subject to lis-pendens nor any insolvency proceedings initiated by any of the creditors of the Seller.
11. The Seller/Transferors have not entered into any agreement or arrangement, oral or written with respect to the said property or any part thereof in favor of any person/s, and/or Body corporate.
12. The Seller/Transferors state and declare that they have paid and/or shall clear all dues, monthly outgoings and Municipal Taxes payable by them in respect of said property till the execution of this Sale Deed. The Seller agrees and undertakes to pay all/any dues that may be found due and payable with respect to the said property for the period that they are in possession of the said property and particularly for the period prior to execution of these presents and hereby agrees to indemnify and keep indemnified the Purchaser in respect of all such claims till the date of execution hereof.
13. The Seller/Transferors hereby assure and confirms that they have permanently sold the said property mentioned in Schedule herein without reserving any rights to them along with membership Rights, now Purchaser can use and occupy the said property as per his wish and desire and shall dispose-off the same. After Execution of these present Seller/Transferors and his legal heirs, successor in title, estate holders, executors, assignees, executors of will etc. have no right, title, interest, dispute, claim, objection, ownership rights in respect of said property and if anybody create any objection, dispute, complaint, suit in respect of said property then Seller shall resolve the same by his own cost and expenses and Purchaser shall not be held responsible for the same.
14. The Seller/Transferors hereby assure and confirm that on execution of this Deed they have handed over peaceful, physical and vacant possession of the said Property to the Purchaser and Seller shall handover all the relevant original title deeds and documents, in respect of the said property to the Purchaser.
15. That the Seller/Transferors hereby confirm that after execution of this Deed the Purchaser shall become the absolute owner of the said Property. The Seller/Transferors shall hereby agree and undertakes to do all the acts/deeds/things whatsoever necessary to get the name of Purchaser entered into the record of rights as the rightful owner of the entire said property. And for the same Seller shall execute and sign or cause to be executed and signed all such letters, forms applications, deeds, documents, writings and papers, if any more perfectly securing, assuring and effectually transferring the said Property unto and in the name of the Purchaser.
16. That on taking possession of the said Property, the Purchaser shall be entitled to use and occupy the same without any claim or interruption from the Seller/Transferors or anybody claiming under them.
17. The Seller/Transferors shall have no objection if Purchaser shall transfer the right, title and interest in the said property vested in him through the present Sale Deed to anyone else or get the sale or mortgage affected in its name or in the name of their nominee/s.
18. Seller/Transferors hereby further agree and declare that they shall save, defend, keep harmless and indemnify the Purchaser from and against all the former and other estates, titles, charges and encumbrances whatsoever made, executed occasioned or suffered by the Purchaser or by any other person or persons lawfully or suitable claiming or claim by, from, under or in trust from him and also against all action, proceedings, claims and demands and damages with respect to period of and transaction done by the Seller. The Seller/Transferors agree to execute all deeds, matters, writings, papers, etc. in favor of the Purchaser and to do all other incidental and necessary acts as may be needed for completing the title of the Purchaser in respect of the said property
19. **THE TRANSFEROR/PURCHASER HEREBY COVENANT WITH THE SELLER:**

That the Purchaser hereby declares that after execution of this Agreement the Purchaser may use the said entire property as per their own wish by following due process of law.

That the Purchaser hereby declares that after execution of this Agreement the Purchaser is ready and willing to perform/act as per the rules and regulations of all the Statutory Authorities and will pay their contribution of the Tax and other charges and outgoing payable by them in respect of the said property. All normal rates, taxes, cresses, assessments, duties, charges etc.

On execution of the Agreement and payment of full consideration as aforesaid, the Transferee/Purchaser shall be entitled to enter, hold, use, possess, occupy and enjoy the said Property together with the shares and membership in the said Association, without any encumbrances, restrictions, claims, demands of any nature whatsoever from any person claiming under the Seller.

1. The Sellers/Transferors states and declare that the electric connection in respect of connection for industrial use will be provided in the said premises. The Sellers hereby grant their irrevocable consent for electric connection and also agree and undertake to sign and execute such other necessary applications/writings for the same as and when necessary if the same is required from his end.
2. It is agreed between parties that Seller shall sign, execute and hand over all documents/ Applications and declarations for transfer of said property and shares and membership in the said Association unto and in favor of the Purchaser on receipt of full consideration and Purchaser is entitled to and shall if necessary submit the documents/applications to the said Association along with their application for membership of the Association and get the membership and shares and transferred in their favor. The Purchaser shall bound and liable to join the said Association as its member and shall also be liable to pay the monthly outgoings and other society dues from the date of receipt of possession of the said premises.
3. The Transferors shall be liable to pay the penalty on stamp-duty or any other charges payable, if any levied and/or found due and/or payable upon the previous Agreement/s in respect of the said property and agree to indemnify the Purchasers in respect of all such claims raised with respect to period of and transaction done by the Seller.
4. The transfer charges to be paid to the society/promoter/builder shall be borne fifty-fifty by the Purchaser and seller.
5. Charges for Stamp duty and Registration in respect of this Agreement shall be borne by the Purchaser

**SCHEDULE OF PROPERTY**

**Industrial Gala No. 18, on Ground Floor, admeasuring 1250 Sq. ft., equivalent to 116.17 Sq. Mtrs., (Carpet Area) in the Building No. “C-1”, “PRINT WORLD INDUSTRIAL COMPLEX”,** along with undivided common interest attached thereto, lying, being and situated at **Survey Nos. 15/1, 15/2, 15/3, 15/4, 15/5, 15/6, 15/8, 15/11, 15/12, 15/13, 15/15, 15/16, 16/1, 16/2, 23/1, 23/2, 23/3, 24/14B, 24/15, 24/17, and 24/31 of Village Vehele, Taluka Bhiwandi,** within the limits of Grampanchayat Vehele, Joint Sub -Registration District and Taluka Bhiwandi, Registration District and District Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and on the day and the year first herein above stated.

SIGNED SEALED AND DELIVERED)by the Within named "TRANSFEROR")

**MR, RAMKRISHNA ABA GAWADE**

SIGNED SEALED AND DELIVERED )

by the Within named " TRANSFEREE " )

**1)MR. SUNIL SATISH VARMA ,**



**2)MRS.RUHI SUNIL VARMA**

**WITNESS -**

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