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AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at Thane on this  
day in the month of JANUARY, 2020.

BETWEEN

**Seller Name :** Bhavana Bharat Chheda PAN No. AAOPC2573L, Aged 43 year.  
**Join Member Name :** Bharat Liladhar Chheda PAN No. AAOPC2842G, Aged 48 years, both Indian Inhabitant, residing at Sundrabai Niwas, Room No. 5, 1<sup>st</sup> Floor, Tandon Road, Dombivli (East) – 421201 Dist. Thane hereinafter referred to as the "TRANSFERORS" (expression shall unless it be repugnant to the context or meaning thereof includes their heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

**Buyer Name :** Rushikesh Nagesh Parab, PAN No. CRYPP0042C age : 24 years Indian Inhabitant, having address at M/80, B.E.S.T. Colony, Dr. S.S.Rao Road, Near Gandhi Hospital, Lalbaug, Parel, Mumbai 400012 herein after referred to as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof includes their executors, administrators and assigns) of the **SECOND PART**;

WHEREAS :-

WHEREAS TRANSFERORS herein are owner of the Flat bearing **PROPERTY ADDRESS** Taluka and District Thane, Registration District and Sub-District Thane within the limits of Thane Municipal Corporation (hereinafter referred to as the "SAID FLAT")

AND WHEREAS, by and under an **Agreement dated .....** registered under **Document No. ....** dated ..... entered into BETWEEN M/s. .... referred to as the "VENDOR/TRANSFEROR" of the ONE PART and 1<sup>st</sup> Seller name .....

1. AND WHEREAS, by and under an Agreement dated 29.04.2011 registered under documents No. .... Entered into BETWEEN 1<sup>st</sup> Seller Name referred to as the "VENDOR/TRANSFEROR" of the ONE PART and Current Seller Name, AND Member Name, referred to as the "TRANSFEREES hereinafter TRANSFERORS" therein of the OTHER PART.
2. The TRANSFERORS have paid up the consideration amount payable by them towards the said Flat and have been absolute owner 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. 08 Comprising Five(5) Shares from 36 to 40 and has 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 TRANSFEREES and the TRANSFEREES have 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 TRANSFEREES 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 TRANSFEREES agrees to purchase on the terms and conditions and covenants mutually agreed upon by and between the parties hereto as hereinafter appearing.

File No. \_\_\_\_\_

**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 had not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEES.
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. The said Flat is not subject matter of any pending suit or attachment before or after judgment 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.
5. 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.
6. 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 judgment 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.

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7. 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.
8. 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 TRANSFEREES in the books/records of the society, the TRANSFERORS hereby agrees to indemnify and keep indemnified the TRANSFEREES in the books / records of the society, the TRANSFERORS hereby agrees to indemnify and keep indemnified the TRANSFEREES against all or any such claims.
9. The TRANSFERORS shall sell and the TRANSFERRED shall purchase the Flat No. admeasuring ..... sq.ft Built-up area on Third Floor, in the society known as "Jay Radheshyam Co. Op. Hsg. Society Ltd.," having Registration No. TNA/(TNA)/HSG/(TC)/10576/99 dt. 02/08/1999 lying being situated at Dr. Rajendra Prasad Road, Ramnagar, Dombivli (East) Revenue Village -, Taluka - Kalyan and Dist. Thane, registration District and Sub-District Thane, within the limits of Thane Municipal Corporation, well described in the schedule written hereunder, at the lumpsum price Agreement Value : \_\_\_\_\_.
10. The TRANSFEREES agreed to pay the said Agreement Value : \_\_\_\_\_ as under :- Amount in Alphabets  
Paid by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in ICICI Bank, West, as **Part amount.**
- a. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
paid by Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_  
as **Part amount.**
- b. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
paid by Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_  
as **Part amount.**

- c. **Loan Sanction amount/-** shall be paid after sanction of loan from any financial institution within \_\_\_\_\_ days from the date of registration of this agreement at the time of possession. (with an arrangement that an outstanding amount or any other amount that may be due at the relevant time out of the aforesaid loan amount shall directly pay to **CURRENT BANK NAME IN WHICH LOAN HAS STARTED**, against the outstanding loan of the TRANSFERORS in respect of the said premises and the balance amount of consideration shall be pay to the TRANSFERORS)
11. 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 to pay Maintenance Charges, Water Charges, Electricity Charges, 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 taking possession of the said Flat and the TRANSFERORS shall not be responsible to meet the same from the date of such possession.
12. The TRANSFEROR have got all the rights, title and interest to sell, transfer and convey the said Flat as the same us 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 he said Flat.
13. The TRANSFERORS hereby agrees and undertakes to get the said Flat along with Electric Meter duly transferred in favour of the TRANSFEREES herein with relevant records and for the purpose the TRANSFERORS herein agrees and undertakes to sign and execute and / or get signed and executed all such necessary applications, forms, deeds, matters and things as may be necessary at any time in future, but at the cost of the TRANSFEREES herein.

14. The TRANSFEREES hereby declares that all the Rules, Regulations in force and bye-laws of the said Apartment will be observed by the TRANSFEREES.
15. The TRANSFEREES hereby declares that they have taken inspection of Documents and Measurement of the Area of the Flat. He has satisfied with the size and documents of the said Flat in all respect and the Flat is in order.
16. The TRANSFERORS hereby agrees to sign the various forms as per provisions of the various acts and co-operate with the TRANSFERRED for completing all the formalities in connection with the said matters.
17. The TRANSFERORS have agreed to deliver to the TRANSFEREES 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 TRANSFEREES.
18. The TRANSFERORS undertakes to deliver vacant and peaceful possession of the said Flat to the TRANSFEREES only on receipt of full and final consideration amount.
19. The TRANSFEREES shall bear the amount to be spent towards stamp Duty, registration fee etc. as applicable and Society Transfer fee will be paid by TRANSFEREES.
20. All terms and conditions of previous agreement will be binding on parties hereto.
21. The TRANSFERORS AND TRANSFERRES hereby declared and confirmed that they have understood all the contents and clauses of this agreement in the languages which they understand, from translator before signing this agreement and by signing this agreement they have accepted and agreed all the clauses of this agreement.

### **SCHEDULE OF THE PROPERTY**

All that piece and parcel of Flat No. 302 property address A-Wing, Jay Radheshyam Co.Op.Hsg.Society Ltd., Dr. Rajendra Prasad Road, Ramnagar, Dombivli (E) lying being and situated at, bearing S of Revenue Village – Taluka and District Thane, registration District and Sub-District 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 )  
Seller Name :

**Bhavana Bharat Chheda** )

**Bharat Liladhar Chheda** )

**In the presence of .....** )

1.

2.

SIGNED, SEALED & DELIVERED By )

Withinnamed “TRANSFEREES” )

Seller Name :

**Rushikesh Nagesh Parab** )

**In the presence of .....** )

1.

2.

## RECEIPT

RECEIVED from Rushikesh Nagesh Parab a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) being TOKEN MONEY

CUM PART PAYMENT against the sale of Flat No. 302, 3<sup>rd</sup> Floor, A-Wing, Jay Radheshyam Co.Op.Hsg.Society Ltd. lying, being and situated at Dr. Rajendra Prasad Road, Ramnagar, Dombivli (E) in the following modern manner

No.	Cheque	Date	Name of Bank	Amount
1.				
2.				
3.				
4.				
5.				

Rs. \_\_\_\_\_/-

**WE SAY RECEIVED**

**Bhavana Bharat Chheda**

**Bharat Liladhar Chheda**

**TRANSFERORS**

**WITNESSES :-**

1.

2.