

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at **Thane**, On this ____ day of **August, 2026**.

B E T W E E N

MR.VINAYAK TUKARAM MHASKAR, S/o.**Tukaram Dharma Mhaskar**, Age 56 years, **PAN NO. ASRPM3153D** Indian Inhabitant, residing at – 301/A, Aboli Chs., Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400605, hereinafter referred to as "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his heirs, administrators and assigns) **THE PARTY OF THE FIRST PART;**

A N D

MR.AAKASH RAMJEET YADAV, Age 37 years, **PAN NO. ACVPY6147R** Indian Inhabitant residing at – Shivkrupa Chawl, Shivshakti Nagar, Kharigaon, Kalwa, Thane – 400 605, hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include his respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

A N D

(1)**SMT.RAJNI TUKARAM MHASKAR**, W/o. **Tukaram Dharma Mhaskar**, Age 82 years, **PAN NO. EXTPM0864E** Indian Inhabitant, residing at – 301/A, Aboli Chs., Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400605, (2)**MRS.SUMAN KRUSHNA MHATRE**, D/o. **Tukaram Dharma Mhaskar**, Age 61 years, **Aadhar Card No. 8175 8161 0661**, Residing at-Mu.Khar bu, Po.Pabhare, Raigarh,-402 105, (3)**MRS.PUSHPA BALKRISHNA MHATRE**, D/o. **Tukaram Dharma Mhaskar**, Age 61 years, **PAN NO.CCBPM5857N**, Residing at – A/203, Sai-Swati, 2nd floor, Alkapuri Road, Near Dube Hospital, Raj Nagar, Vasai, Nalasopara (E), Dist. Thane-401 209, (4)**MRS. SHWETA VILAS NAKTI**, D/o. **Tukaram Dharma Mhaskar**, Age 56 years, **PAN NO.AIQPN1259E**, Residing at- 304, Samarth Krupa Apartment, Datta Nagar, Datta Mandir, Vasai, Nallasopara (E), Dist. Thane-401209, (5)**MRS.NANDA HARISHCHANDRA GHANEKAR**, D/o. **Tukaram Dharma Mhaskar**, Age 54 years, **PAN NO.BKQPG8015A**,

Residing at- Room No.1109, SRA Sahagruh Sanstha, 11th floor, New Jayfalwadi, Tardeo Police Gamadia Colony, Mumbai-400 026, **(6)MRS.KALPANA SURESH GANEKAR, D/o. Tukaram Dharma Mhaskar**, Age 52 years, **PAN NO.AOJPG9023N**, Residing at-301, Om Gagangiri CHS., Azad Chowk, Jam Factory, Kharegaon, Kalwa, Thane-400 605, hereinafter called "**THE CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE THIRD PART;**

AND WHEREAS

By an Agreement for Sale dated **22nd day of July, 2006** executed between **Shri.Raghunath Laxman Dhanji** and **Tukaram Dharma Mhaskar** lodged **Agreement for Sale dated 22/07/2006** for registration, On **Sub-Registrar Office, Thane**, vide **Document No. TNN1-03847/2006**, dated **24/07/2006**, a premises bearing **Residential FLAT No. A/301, 3rd floor, admeasuring 465 Sq.ft. (Built-up), building known as "ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3**, Situated at - **Village - Kharigoan, Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605**, described in the schedule written hereunder (hereinafter referred to as the **SAID PREMISES**).

AND WHEREAS **Shri Tukaram Dharma Mhaskar**, is the member of **"ABOLI CO-OPERATIVE HOUSING SOCIETY LTD."**, **Registered under Registration No.: TNA/(TNA)/HSG/(TC)/10025/98-99, Dated 29-07-1998**, and having rights, title, interest and membership in respect of the said premises, which society hereinafter in ther agreement for brevity sake is referred to as **"The Said Society"** and being the member of the said society, the Donor are holding Five fully paid up shares of Rs. 50/- each under **Share Certificate No. 07, being Shares No. 31 to 35 of Rs. 250/- (Rupees Two Hundred Fifty Only)**, hereinafter referred to as **"THE SAID SHARES"**.

AND WHEREAS

By an **WILL** dated **11th day of July, 2017** executed by **Shri. Tukaram Dharma Mhaskar**, lodged **WILL dated 11/07/2017** Before Advocate & Notary Public, **Shri. Dayanand D. Yengade, Off. at-2,**

like nature in the said premises and has not dealt with or disposes of the said premises in any manner whatsoever.

G) Neither the **TRANSFEROR** nor any of his predecessors in title has/had received any notice from the Municipal Corporation and/ or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.

H) The **TRANSFEROR** had good and clear title, free from all encumbrances of any nature whatsoever of the said premises 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** and/or against the said premises or any part thereof.

I) The **TRANSFEROR** are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other stature from disposing of the said premises or any part therefore in the manner stated in this agreement.

J) The **TRANSFEROR** 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 favour of the **TRANSFEEEE** and the b have all the right, title and interest to enter into this agreement with the **TRANSFREE** on the various terms and conditions stated herein.

AND WHEREAS believing the aforesaid representations the **TRANSFEEEE** offered to purchase the said Flat and right title and interest in and upon the said premises, at and for **Lumpsum Price / Consideration of Rs.24,00,000/- (Rupees Twenty Fore Lakhs Only).**

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 **TRANSFEROR** and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follow :

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

8. The **TRANSFEROR** further declares that they have full right and absolute authority to enter this agreement and that they have not done or performed or caused to be done or suffered by act, deed, Matter and thing whatsoever whereby the said Flat encumbered in any way or he may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby in their favour whereby the quiet and peaceful possession or enjoyment of the **TRANSFEEER** in respect of the said premises may be disturbed. In the event contrary being found, the **TRANSFEROR** shall indemnify and keep indemnified **TRANSFEEER** from any loss caused to the **TRANSFEEER** because of the defect in title.
9. The **TRANSFEROR** hereby agrees, assures and declares that there is no suit or litigation pending in any court of law in respect of the said Flat.
10. The **TRANSFEEER** are bound to get the said premises legally transferred in his own name / favour after observing all the necessary procedures and get all deed, documents, application etc. executed. The **TRANSFEOR** hereby undertakes to render their fullest co-operation to the **TRANSFEEER** for legal, full, perfect and effectual transfer of the said Flat in favour of the **TRANSFEEER** and further undertakes not to charge any extra consideration and / or charges etc. for the same.
11. The **TRANSFEROR** hereby agree to sign all necessary, papers documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the **TRANSFEEER**.
12. The charges of stamp duty, registration fees, and the charges of this agreement, application, deeds, legal charges, etc. shall be borne and paid by the **TRANSFEEER ALONE**.

SIGNED SEALED AND DELIVEREDBy the withinnamed **"THE CONFIRMING PARTY"****SMT.RAJNI TUKARAM MHASKAR****MRS.SUMAN KRUSHNA MHATRE****MRS.PUSHPA BALKRISHNA MHATRE****MRS. SHWETA VILAS NAKTI****MRS.NANDA HARISHCHANDRA GHANEKAR****MRS.KALPANA SURESH GANEKAR**

In the Presence of

1)

2)

:: RECEIPT ::

RECEIVED from (1) **MR.AAKASH RAMJEET YADAV**, part payment towards the Purchase of **FLAT No. A/301, 3rd floor, admeasuring 465 Sq.ft. (Built-up), building known as "ABOLI CO-10PERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3, Situated at - Village - Kharigoan, Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605.**

I SAY RECEIVED
Rs. 10,000/-

(MR.VINAYAK TUKARAM MHASKAR)**"TRANSFEROR"**

13. This Agreement shall always be subject to the provisions of the **Maharashtra Ownership of Flat Act 1963** and the rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT piece and parcel of **FLAT No. A/301, 3rd floor,** admeasuring **465 Sq.ft. (Built-up),** building known as **"ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3,** Situated at – **Village - Kharigoan, Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605,** within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

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

SIGNED SEALED AND DELIVERED

By the withinnamed **"THE TRANSFEROR"**

MR. VINAYAK TUKARAM MHASKAR

in the presence of

1)

2)

SIGNED SEALED AND DELIVERED

By the withinnamed **"THE TRANSFEREE"**

MR. AAKASH RAMJEET YADAV

in the presence of

1)

2)

4. The **TRANSFEROR**, after receipt of full and final amount of consideration, now shall have not right, title, interest, demand or charge of whatsoever nature in or upon the said Flat through themselves or through their predecessors in the **TRANSFEE** hereafter shall do all the needful in respect of the said Flat to secure their title to the said Flat and the **TRANSFEROR** shall keep the **TRANSFEE** indemnified from all the liabilities and or claim against the said premises.
5. The **TRANSFEE**, after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the **TRANSFEE** can hold the same for unto and to the use and benefit for himself, their heirs, executors, successors for ever without any claim charges interest demand or lien of the **TRANSFEROR** or any person on their behalf or who may claim through them or in trust for them, subject only on the part of the **TRANSFEE** to pay the taxes, assessments, charges, duties or calls made by the Builders, Municipal Corporation, Government or any local authority or corporation in respect of the said premises.
6. The **TRANSFEE** agreed to become the member of the Co-op. Hsg. Society Ltd. in place and instead of the **TRANSFEROR** and for that purpose, agree to sign the necessary application, forms and other papers as may be required by the Association of Apartment Owners. The **TRANSFEE** hereby also agrees to abide the bylaws, rules and regulations of the **Maharashtra Apartment Ownership Act, 1970**.
7. The **TRANSFEROR** hereby declares that the said Flat shall be made free from all encumbrances and liabilities, any pending or unsettled govt. dues i.e. vat, electric bill, maintainance of society, municipal tax etc. arising in future pertaining to the period upto the date of possession and shall be cleared off by them. The **TRANSFEE** declare that they will clear off all the liabilities towards Municipal Taxes, Electricity bill other charges, etc. due against the said Flat, after giving the possession of the said premises.

1. The **TRANSFEROR** do hereby agrees to sell, assign and transfer and the **TRANSFEE** hereby agreed to purchase and acquire the right, title and interest in and upon the said **FLAT No. A/301, 3rd floor, admeasuring 465 Sq.ft. (Built-up), building known as "ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3,** Situated at - **Village - Kharigoan, Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605,** within the limits of Thane Municipal Corporation and within the Registration District and Sub- District of Thane, as and for **Lumpsum Price / Consideration of Rs.24,00,000/- (Rupees Twenty Fore Lakhs Only)** along with the right, title and interest in and upon the said premises more particularly described in the SCHEDULE hereunder written.
2. The **TRANSFEEES** has paid an amount of **(1)Rs. 10,000/- (Rupees Ten Thousand Only)** Token Amount.

And Balance Payment Rs. 23,90,000/- (Rupees Twenty Three Lakhs Ninety Thousand Only) through Bank or any Financial Institution, within 45 days from execution of this Agreement, within this period transferor agrees to clear all dues, transfer of shares from society, electric meter dues and other dues.

Upon receipt of an amount of **Rs.24,00,000/- (Rupees Twenty Fore Lakhs Only)** from the **TRANSFEE** being the full and final payment of consideration of the said premises, the **TRANSFEROR** will put the **TRANSFEE** in actual, physical, legal, vacant and peaceful possession of the said premises, to the **TRANSFEE**, free from all the encumbrances, charges, equity, etc.

3. As aforesaid the **TRANSFEE** have paid to the **TRANSFEROR** full and final payment and thus the **TRANSFEROR** have agreed to sale and the **TRANSFEE** have agreed to purchase the said Flat alongwith all right, title and interest and benefits attached to it, on **OWNERSHIP BASIS**, and shall use and occupy the same as owner thereof, absolutely and forever.

said premises and thus the **TRANSFEROR** are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the **TRANSFEROR** out of this own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the **TRANSFEEER** being in need of permanently suitable accommodation, came to know of the same, approached the **TRANSFEROR** whereupon the **TRANSFEROR** represented to the **TRANSFEEER** that :

- A)** That he is the absolute and lawful owner of the said premises and is a bonafide member of the said society and no other person/s has/have right, title or interest in the said premises and he is well and sufficiently entitled to deal with and or dispose off the premises.
- B)** There are no suits, litigations, civil or criminal or any other proceeding pending against the **TRANSFERO** personally affecting the said premises.
- C)** There are no attachments or prohibitory order as against or affecting the said premise is free from all encumbrances or charges and/or is not the subject matter to any lispensens or easements or attachments either before or after judgment, The **TRANSFEROR** have not received any notice either from the Government, semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- D)** The **TRANSFEROR** have not mortgaged the said premises with any institutions and the said premise is free from all encumbrances, charges, lien, etc.
- E)** The **TRANSFEROR** have paid all the necessary charges of any nature whatsoever in respect of the said premises and the **TRANSFEROR** have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
- F)** The **TRANSFEROR** in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and has not created any tenancy or any other rights of the

Gr.Floor, Shree Suvrat, Opp. Hanuman Mandir, Tembhi Naka, Thane (W), effected to his Son **MR.VINAYAK TUKARAM MHASKAR** i.e. First Part , a premises bearing **Residential FLAT No. A/301, 3rd floor, admeasuring 465 Sq.ft. (Built-up), building known as "ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3, Situated at - Village - Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605**, described in the schedule written hereunder (hereinafter referred to as the **SAID PREMISES**).

AND WHEREAS Shri. Tukaram Dharma Mhaskar expired On **22-07-2019** at **A/301, ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED, Kharigaon, Kalwa, Thane-400605** and after expired intestate leaving behind heirs and legal representatives his Son **Mr.Vinayak Tukaram Mhaskar** i.e. Transferor and **SMT.Rajni Tukaram Mhaskar, W/o. Tukaram Dharma Mhaskar, MRS.Suman Krushna Mhatre, D/o. Tukaram Dharma Mhaskar, MRS.Pusha Balkrishna Mhatre, D/o. Tukaram Dharma Mhaskar, MRS. SHWETA VILAS NAKTI, D/o. Tukaram Dharma Mhaskar, MRS.Nanda Harishchandra Ghanekar, D/o. Tukaram Dharma Mhaskar, MRS.Kalpana Suresh Ganekar, D/o. Tukaram Dharma Mhaskar** i.e. Confirming Party.

WHEREAS Late Mr.Tukaram Dharma Mhaskar effected through Will to beneficiary **Mr. Vinayak Tukaram Mhaskar**, therein referred to as **"THE TRANSFEROR"** and the abovesaid Society also Transferred Share Certificate dtd. 10-10-2020 in the name Transferor and Confirming Party also No Ojection to transfer the abovesaid transaction and the Transferor have owned & acquired all rights, title and interest in **FLAT No. A/301, 3rd floor, admeasuring 465 Sq.ft. (Built-up), building known as "ABOLI CO-OPERATIVE HOUSING SOCIETY LIMITED"** in layout on plot bearing **S.No. 85, H.No.3, Situated at - Village - Kharigoan, Kharigoan Naka, Azad Chouk, Near Hiradevi Temple, Kharigaon, Kalwa, Thane-400 605**, within the limits of Thane Municipal Corporation and within the Registration District and Sub- District of Thane, which Flat hereinafter referred to as the **"SAID PREMISES"** and having right , title and interest and membership in respect of the said premises, Which society hereinafter in this agreement for brevity sake is referred to as **"THE SAID SOCIETY"** and being the member of the said society , and thus the **TRANSFEROR** have clear and marketable title in respect of the