



**PANKAJ DUBEY**  
**& ASSOCIATES**  
**DEED OF SALE**  
**JUSTICE FOR ALL**

THIS AGREEMENT FOR SALE is made and executed at Mumbai, on this \_\_\_\_\_ day of July, in the Christian Year Two Thousand Twenty Two BETWEEN:

**MR.** \_\_\_\_\_, a Christian Adult, Indian Inhabitant, of Mumbai, hereinafter referred to as 'THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include her heirs, executors, administrators and assigns) of the Party of the FIRST PART.

AND

**MR** \_\_\_\_\_, both are Hindu, Adults, Indian Inhabitants of Mumbai, hereinafter referred to as 'THE TRANSFEREE' (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their heirs, executors, administrators and assigns) of the Party of the OTHER PART:-

WHEREAS:-

(A) The Transferor was purchase a \_\_\_\_\_; Hereto annexed and marked as Annexure A is the copy of affidavit dated 28/09/1995 and declaration dated 05/05/1995.

(B) The Survey was conduct by the authorized authority on dated 18/07/2000, and issued survey pavati vide receipt bearing No. 0369187 in the name of Transferor. Here to annexed and marked as Annexure B is the copy of survey Pavati.

(C) Transferor was eligible for commercial premises in the survey of M.M.R.D.A / Dy. Collector (Enc-R) / Asst. Municipal Commissioner / S.R.A. and Annexure 2 were issued. Hereto annexed and

marked as Annexure C is the copy of annexure 2.

(D) The M.M.R.D.A. allotted a commercial shop to the Transferor at Oshiwara Building No. P-9, Shop No. D-10 on dated 18/10/2010, later on society register in the name and style of Royalpark Co-Operative Housing Society, Wonderland, P- 9 Building, M.M.R.D.A Colony, Ajit Glass Garden Road, Goregaon West, Mumbai 400104, constructed on ploy of land bearing CTS No. 139A, 139B, 139C, 138, 138/1 to 8 of village Goregaon, Taluka Borivali; (hereinafter for the sake of brevity referred to as the "said property"); Hereto annexed and marked as Annexure D is the copy of allotment 18/10/2010.

(E) The Transferor in his capacity as an owner of the said property as aforesaid have agreed to sell to the said Transferees and the Transferee has agreed to purchase, Takeover and acquire from the Transferor the shop admeasuring about 50 sq. ft. Carpet area of thereabouts, Shop No. D-10, Royalpark Co-Operative Housing Society, Wonderland, P- 9 Building, M.M.R.D.A Colony, Ajit Glass Garden Road, Goregaon West,



Mumbai 400104, constructed on ploy of land bearing CTS No. 139A, 139B, 139C, 138, 138/1 to 8 of village Goregaon, Taluka Borivali, more particularly described in the Schedule hereunder written and hereinafter for the brevity sake referred to as the "Said Shop" and together with Fixtures, Fittings, lying therein and all singular, benefits, rights, title, interests, appurtenants thereto and meant for more beneficial enjoyments of the said shop upon terms and conditions hereinafter mentioned.

IT IS NOW MUTUALLY AGREED BY AND BETWEEN  
THE PARTIES HERETO AS UNDER:-

1. The Transferor shall sell, transfer and assign to the Transferees and the Transferees shall take over and acquire from the Transferor all the Singular and Beneficial rights, title and interest in the said Shop and together with all privileges attached thereto and fixtures, fittings, lying therein of the Transferor as a Member Royalpark Co-Operative Housing Society, having address and constructed on plot of land bearing CTS No. 139A, 139B, 139C, 138, 138/1 to 8 of village Goregaon, Taluka Borivali Ajit Glass Garden Road, Goregaon West, Mumbai 400104, together with all rights of possession, occupation

and enjoyment thereto (more particularly described in the Schedule hereunder written and hereinafter for the brevity sake referred to as the "said Shop") free from all encumbrances at or for the lump sum price of Rs.7,00,000/- (Rupees Seven Lacs Only).

2. That the full consideration money of Rs.7,00,000/- (Rupees Seven Lacs Only) had been paid by the Transferee to the Transferor before execution of this presents, the payment and receipt whereof the Transferor doth hereby acknowledged and admit in Following Manner-

Sr. no	Date	Cheque No.	Name of Bank	Paid By	Amount in Rupees
1					
2					
3					
4					
5					
6					

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3. The Transferee agree to Transferor handing over vacant, rightful and peaceful possession of the said Shop with all keys of the doors thereof delivering the said Shop and agree to handover together with a Transfer form duly executed and a letter duly signed by the Transferor addressed to the managing committee of the said property confirming this Deed of Sale and making request for Transfer of the said Shop in favour of the said transferee and the Transfer of the said Shop being affected by the said property in its records of the Transferor in favour of the Transferee and acceptance and recognition of the Transferee as a Member.

4. The Transferor hereby assures that he has a good and marketable title to the said shop free from and cleared of all encumbrances at his own expenses.

5. The Transferor shall duly comply with requisite provisions of the Maharashtra Co-operative Societies Act, 1960 and rules framed there under and also rules, regulations and bye-laws of the said property along with the M.M.R.D.A. rules and regulations and shall get the approval of the said property for the Transfer of the said

shop in favour of the Transferee and/or their nominee/s on his acceptance and recognition as a Member thereof.

6. The Transferor shall sign and execute all such deeds, documents and writings as required under bye-law for the better security of the said Shop to Transferee or their nominee/s.

7. The Transferor will hand over to the Transferee, all relevant original documents or writings in respect of the said shop of the said property together with Transfer Forms duly signed and attested and the latest bill of the said property, Electric Bill duly received and paid in respect of the said Shop.

8. The Transferor has represented and assured the Transferee and the Transferor doth hereby confirm:-

(a) That, there are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor personally affecting the said.

(b) There are No attachments or prohibitory orders as against or affecting the said Shop, the said Shop is free from all encumbrances and charges and/or is not subject matter to any lispensens or easements or attachments either before of after judgement. I have not

received any Notice from the Government, Semi-Government or any other authority regarding any of the proceedings in respect of the said Shop.

- (c) THAT, the said Shop is free from all mortgages, charges, encumbrances of any nature on the said Shop and The Transferor is full and absolute Owner of the said Shop and that No other person or persons has or have any rights, title and/or interests in the said Shop or have any claim or demand into the same or any part thereof by way of sale, exchange, mortgage, gifts, trust, inheritance, possession, lien or otherwise however and has full rights, title and/or interest to receive agreed consideration and complete the Transaction after valid discharge for the same.

- (d) That, I have paid all the necessary charges of any nature whatsoever in respect of the said Shop and I have not received any Notice either from any statutory body or authorities asking for the payment of any nature whatsoever of the said Shop and That I have discharged in full all dues and liabilities in



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respect of the said Shop to the said property and also that the monthly outgoings including Municipal Taxes, etc. payable till the date of putting the Transferee in possession shall be paid by the Transferor. Thereafter the Transferee will bear aforementioned charges from the date of this Deed of sale.

- (e) There is no impediment in the way of Transferee to take the possession of the said Shop and the Transferee is free at all times hereinafter to peacefully and quietly enter upon and occupy, possess and enjoy the said Shop, without any interruption, claim or demand whatsoever from the Transferor or any person or persons for any reason or on any account upon fulfilling his part of obligation.

- (f) That, in the past I have not entered into any Agreement either in the form of sale, exchange, assignment or any other way whatsoever in respect of the said shop and as such have not dealt with or dispose of the said shop in any manner whatsoever and the Transferor further covenants with Transferee that there is no lien or any other



encumbrances of any nature whatsoever on the said Shop hereby agreed to be sold and/or Transferred.

(g) That, I have not received any Notice either from the Government of Maharashtra, Central Government, Municipal Corporation of Greater Mumbai or from any other statutory body or authorities regarding the requisition and/or acquisition of the said Shop.

(h) That, I am not restricted either in the Income Tax, Act, Estate Duty Act or under the Maharashtra Land Revenue Code or under Mumbai Tenants and Agricultural Lands Act from selling and/or disposing off the said Shop or any part thereof.



(i) That, I have not done any act, deed, matter or thing whereby I am prevented from entering into this Agreement for Sale in favour of the Transferee and that I have all the right, title and interest to enter into this Agreement for Sale with the Transferee herein.

(j) That, I say that there is No Judgement, Government Debt, annuity lispendens, mortgage, writ of Execution, any charges,

encumbrances, easements, request, trust or any deed or document effecting our title to the said Shop. The said Shop or any part thereof is not the subject matter of any suit, petition, application, complaints or proceedings in civil court or any other complaints or proceedings now pending or already decided as the case may be.

- (k) That, the said Flat is not subject to any payment other than usual maintenance charges, rates and taxes, No portion of the said Shop is occupied by any other person.

There is no material defect in the said Shop or the Title thereof. There is no covenant or condition adversely affecting our right, privileges and interest so far as the quite and peaceful possession and enjoyment of the said Shop is concerned.

- (l) That, I say that I or my heirs and legal representatives from time to time and at all the times and at the request and costs of the Transferee, shall execute and sign all necessary applications, forms, vouchers and documents in connection with the said Shop or any part thereof which may be required by



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the Transferee herein and shall sign and execute the same within Four days or whenever require from the date of handing over of such letter, forms, applications, documents as the case may require.

- (m) That, I say that relying upon the declarations, statements and representations made by me, stated hereinabove, the Transferee has paid full consideration for acquiring the said Shop to me under the terms of this deed of Sale, I undertake to indemnify and always keep indemnified the Transferee herein against any loss, damages, claims, costs, charges and expenses suffered/paid/incurred by or made against the said Shop by the Transferee, on account of the statements, representations, declarations and assurances made by me as stated above proved to be false, incorrect, inaccurate or wrong or claiming through the Transferor/Owner (i.e. the Party of the First Part) or anybody else making any claims to the said Shop or challenging this Deed of Sale, on any account or for any reason whatsoever.



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(n) That, I say that the aforesaid declaration and/or representations, assurances and statements made and given by me shall be binding not only to me But also to my heirs, successors, executors and administrators and shall be enforceable not only by the Transferee herein but also by their legal heirs, executors, administrators and assigns or any other person or persons through them in said shop.

9. The Transferee hereby agree to become a member of the said property and to abide by and observe the rules, regulations and bye-laws thereof and that upon completion of this Transaction, they shall bear and pay all the proportionately outgoings in respect of the said Shop as fixed from time to time by the said property.

10. The Transfer fee or donation or any other fees or charges payable to said property for Transfer of the said shop in the name of Transferee shall be borne and payable by the Transferee alone.

11. The Transferor hereby agrees to Transfer Electric Meter's or connection or such other connection or facilities of the said shop standing on his name, in the name of Transferee.

12. The Stamp Duty and Registration charges and/or other duty or charges together with penalty and interest thereof, payable on writings or Agreements or documents executed or signed before or prior to this Deed of Sale is sole responsibility of the Transferor herein and the Transferor herein will indemnify and shall keep indemnified the Transferee herein from payments of stamp duty, Registration charges and/or such other fees or charges as discussed herein above immediately on hearing from the Transferee or concern authorities.

13. The Stamp Duty and Registration charges incidental to this Deed of Sale shall be borne and payable by the Transferee alone.



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THE SCHEDULE OF THE SAID FLAT HEREINABOVE REFERRED TO:

A shop admeasuring about \_\_\_\_\_ of village Goregaon, Taluka Borivali.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE.

SIGNED SEALED AND DELIVERED )

by the withinnamed "The Transferor" : )

**MR.** \_\_\_\_\_ )

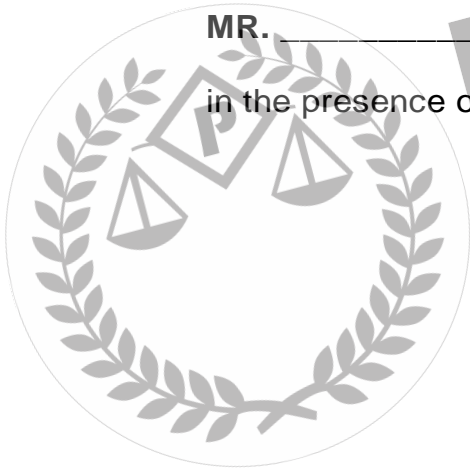
in the presence of ... .. )

SIGNED SEALED AND DELIVERED )

by the withinnamed "The Transferees" : )

**MRS.** \_\_\_\_\_ )

in the presence of ... .. )



**MR.** \_\_\_\_\_ )

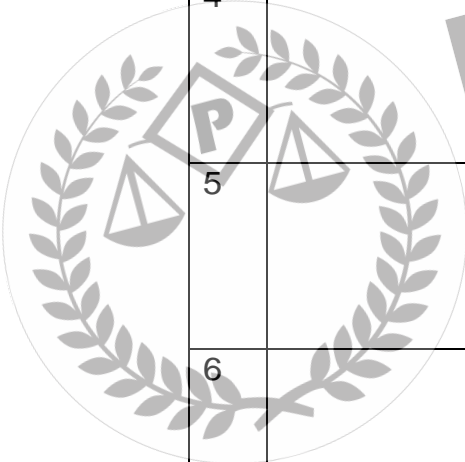
in the presence of ... .. )

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RECEIPT

RECEIVED on or before the day and the year first  
hereinabove written of from  
\_\_\_\_\_ withinnamed the  
Transferees, a sum of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_) as par above following manner.

Sr. no	Date	Cheque No.	Name of Bank	Paid By	Amount in Rupees
1					
2					
3					
4					
5					
6					



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=====

I SAY RECEIVED  
 Rs. \_\_\_\_\_/-

(MR. \_\_\_\_\_)  
 TRANSFEROR.



**WITNESSES:**

1.

2.



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**& ASSOCIATES**  

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DATED THIS        DAY OF        2024

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BETWEEN

MR. \_\_\_\_\_

TRANSFEROR

AND

MRS. \_\_\_\_\_  
TRANSFEREES.



**PANKAJ DUBEY**  
**& ASSOCIATES**  

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**JUSTICE FOR ALL**  
**SALE DEED**

Pankaj Dubey & Associates  
Advocate for the Transferees,  
Shop No-10, Swaroop Celesta CHS Ltd.  
N.P. Thakkar Road, Vile Parle East,  
Mumbai-400 057.