

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Naigaon, Vasai, this day of **MAY 2023**,

BETWEEN

(1) MR. SAMSHER SINGH , Age **63** Years, P.A.N. : **ACPP0782P**, & **MRS. ASHA DEVI** Age **59** Years, UID NO : **6131 1055 5061**,
(Through their Power of Attorney Holder **MR. ANKUSH PARMAR**),
both Indian Inhabitants, both residing at Dharmpur, Hoshiarpur, Punjab-144224, hereinafter referred to as the **“VENDORSS”**
(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **ONE PART;**

AND: -

(1) MR. LAHOO YADAV, Age Years, P.A.N. :, & **(2) MRS. MANISHA LAHOO YADAV**, Age Years, P.A.N. :, both Indian Inhabitants, both residing at Flat No. 105, 1st floor, bldg. no 6, Rashmi Pink City Phase-II, Juchandra, Naigaon (E), Taluka Vasai, Dist. Palghar, hereinafter referred to as the **“PURCHASERS”** (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **SECOND PART;**

AND: -

WHEREAS the Vendors herein are in use, occupation and possession of or otherwise well and sufficiently entitled to Flat No. **16**, on **First** Floor, area admeasuring **535** Sq. Fts. Built-up, + **105** Sq. Fts. Built-up Terrace) i.e. **49.72** Sq. Mtrs. Built up (9.75 Sq. Mtrs. Built up , **“B”** Wing, in Building No. **2**, known as **Vrindavan Radha Co-Operative Housing Society Limited**, Sector No. **I**, in Project known as **Mittal Enclave**, having Vasai Virar City Mahanagarpalika House/Property No. **JC04/1056/52**, Constructed on N. A. Land bearing Old Survey No. **209**, Hissa No. **B/1P**, New Survey No. **263**, Hissa No. **B-3**, & Old Survey No. **250**, Hissa No. **4P, 5P & 6P**, New Survey No. **265**, Hissa No. **4, 5 & 6**, Situated at revenue Village **Juchandra**, Naigaon (East), Taluka Vasai, District Palghar, as owners thereof AND WHEREAS the Vendors herein had purchased the aforesaid Flat from **M/S. SEALINK CONSTRUCTION COMPANY PRIVATE LIMITED**, as per Agreement for sale dated **19/11/2007**, which is registered on **19/11/2007**, under serial no. **14239/2007**, with sub registrar Vasai-2 (Virar),

AND: -

The Vendors are registered members of the **Vrindavan Radha Co-operative Housing Society Limited**, registered under registration No. TNA/(VSI)/HSG/ (TC)/24942/ 2012-13 dated 19/03/2013, having ten fully paid shares of face value of Rs. 50/- (Rupees Fifty only) each of the aggregate value of Rs. 500/- (Rupees Five

Hundred only) bearing distinctive No. To (both inclusive) bearing share certificate No. hereinafter referred to as the **“said Society”**.

AND: -

WHEREAS the Vendors herein have agreed to sell, assign and transfer the said Flat together with ten fully paid shares of the said society and amenities with the absolute right of use and occupation of the said Flat to the Purchasers and the Purchasers herein have agreed to purchase the said Flat on ‘Ownership Basis’ from the Vendors for a valuable consideration of Rs. **28,00,000/-** (Rupees **Twenty Eighth Lakhs** only) and the parties hereto are desirous of recording the terms and conditions of this Agreement in writing as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Vendors herein does hereby agreed to sell, assign and transfer ten fully paid shares along with Flat No. **16**, on **First** Floor, area admeasuring **535** Sq. Fts. Built-up, + **105** Sq. Fts. Built-up Terrace) i.e. **49.72** Sq. Mtrs. Built up (9.75 Sq. Mtrs. Built up, **“B”** Wing, in Building No. **2**, known as **Vrindavan Radha Co-Operative Housing Society Limited**, Sector No. **I**, in project known as **Mittal Enclave**, Constructed on Non Agricultural Land bearing Old Survey No. **209**, Hissa No. **B/1P**,

- New Survey No. **263**, Hissa No. **B-3, &** Old Survey No. **250**, Hissa No. **4P, 5P & 6P**, New Survey No. **265**, Hissa No. **4, 5 & 6**, Situated at Revenue Village **Juchandra**, Naigaon (East), Taluka Vasai, District Palghar, in favour of the Purchasers for a valuable consideration of Rs. **28,00,000/-** (Rupees **Twenty Eight Lakhs** only).
2. The Purchasers have paid to the Vendors sum of Rs. **11,00,000/-**(Rupees **Elven Lakhs** only), on or before execution of this Agreement, being part payment, towards the total consideration of Rs. **28,00,000/-** (Rupees **Twenty Lakhs** only), the Vendors hereby admits and acknowledges the receipt of the same.
3. The remaining amount of Rs. **17,00,000/-** (Rupees **Seventeen Lakhs** only) shall be paid by the Purchasers to the Vendors within **30** days, from execution of this agreement either from their own funds or by arranging finance from approved financial institutions at their own cost.

(Time being the Essence of the Contract)

4. If the Purchasers fail to pay the remaining balance amount of Rs. 17,00,000/-(Rupees Seventeen Lakhs only), within the stipulated time period of 30 days, for any reason from the Purchasers side, then said agreement automatically comes to an (i.e. Agreement stands cancelled) & the Purchasers not have any right, title & interest in the said flat and the Purchasers

are ready to execute deed of cancellation deed in favour of the vendors immediate after expiry of 30 working days & the vendors will returned the part payment without any interest which is paid by the Purchasers to the vendors.

5. The Vendors herein shall handover vacant and peaceful possession of the said Flat No. **16**, on First Floor, "**B**" Wing, in Building No. **2**, known as Vrindavan Radha Co-operative Housing Society Limited, Sector No. I, Mittal Enclave, together with all fittings, fixtures, electric meters deposits, amenities etc. to the Purchasers on receiving their balance amount of Rs. **17,00,000/-** (Rupees **Seventeen Lakhs** only) i.e. at the time of full & final payment.
6. That after registration of these presents the Purchasers shall be at liberty and authority to obtain the Loan from any Bank or Financial Institutions against the mortgage of the said Flat and the Vendors hereby give their consent and no objection to the Bank/Financial Institutions and also agreed and undertakes to sign such documents as may be required for the said purpose.
7. The Vendors herein have agreed to provide all the copies of the required documents by financial institutions to complete the process i.e. (Original all chain agreement, Occupancy certificate, Latest light bill, maintenance receipts and share certificate. And the Vendors hereby also agreed that they will produce all original documents for verification when required by the Bank and all original documents will be handover to the Bank/

Purchasers on receiving full & final consideration from the Purchasers /bank.

8. The Vendors herein state and declare that the said Flat is free from any charge or encumbrance and that they have not dealt with the said Flat in any manner whatsoever with any person or persons or institution and that they have not obtained any loan or financial assistance from any person or persons or institution for purchase of the said Flat and they have not mortgaged or created any charge or lien over the said Flat in any manner.
9. That the Vendors hereby agrees and undertakes that on receiving total consideration to execute and sign such further and other agreements, deeds, documents, Indentures, etc. that may be reasonably required by the Purchasers for more effectively and effectually transferring the said Flat and other documents pertaining to the said Flat without any further demands or let or hindrance.
10. The Vendors covenant with the Purchasers that, if any amount standing to the Vendor's credit on this day in the books of the society towards deposits, stock, bonds, sinking funds, dividends and other amount to which the Vendors are legitimately entitled in respect of their being the members of the said society shall be transferred to the name of the Purchasers.

11. The Purchasers hereby agrees and undertakes to become members of the Vrindavan Radha Co-operative Housing Society Ltd. and abide by the rules, regulations, bye-laws of the society.
12. Upon receiving total consideration, the Vendors shall assist the Purchasers in getting the said Flat transferred in the records of the Society or other revenue records in the name of the Purchasers herein by signing all the necessary transfer documents.
13. It is agreed between the parties that from the date of possession of the said flat, the Purchasers shall be liable and responsible for payment of all the outgoings in respect of the said Flat and any liability prior to the date of this Agreement in respect of the said Flat shall be of the Vendors only. The Vendors shall indemnify and keep the Purchasers indemnified in that behalf.
14. It is agreed between the parties that if necessary the Vendors shall go to various offices to execute the necessary papers in respect of the said Flat and shall co-operate by going there and when the Purchasers will be required to do in respect of registration of this Agreement or any other Agreement etc.
15. The Vendors hereby declares that they have paid all and whatever charges, dues, outgoings, maintenance charges, taxes, bills etc. in respect of the said Flat till the date of execution of this Agreement and that there is nothing due and payable by the Vendors to any person or party in respect of

the said Flat. However, if any such amounts or dues remain unpaid till the hand over the possession of the said flat, the same shall be borne & paid by the Vendors immediately upon intimation by the Purchasers.

16. The Purchasers hereby agrees that they have taken inspection of all the original documents relating to the title of the said flat and the title certificate and satisfied themselves about the genuineness of the ownership of the rights and title of the Vendors in relation to the said flat and their membership of the cooperative housing society above said.
17. That the Purchasers upon getting the possession of the said Flat, shall be entitled to obtain/transfer the Ration Card, Electric Connection, Water Connection, Gas Connection, Telephones, Society Membership, Share Certificate (if issued) and other amenities and facilities of the said Flat at own costs and expenses from the concerned authorities and Departments and for the said purpose, the Vendors hereby gives their free and expressed consent and no objection to the concerned authorities as also to the Purchasers.
18. It is hereby agreed between the parties that both the parties shall comply with the terms and conditions of this Agreement and non-compliance of any terms and conditions mentioned in this Agreement by any party, the other party shall be at liberty to approach to the proper court of law for obtaining the justice.

19. The Vendors shall obtain a **No Objection Letter** from the Society for the transfer of the said flat by the Vendors in the name of the Purchasers. The Society Transfer Charges will be paid by both the parties equally.
20. The Stamp Duty & Registration Charges payable on this Agreement shall be borne and paid by the Purchasers alone. However the Vendors shall accompany the Purchasers for the registration of this Agreement.
21. That the Vendors hereby agree and undertake to remain present before the concerned Sub-Registrar of Assurances for Registration of these presents or any other documents to be executed hereafter as and when so required by the Purchaser without any let or hindrance or demand.
22. The Vendors herein agrees to handover all the papers and documents including the original agreement, original registration receipt, Possession Letter, Club Membership Cards, Payment Receipts, Last Electricity bill, Mahanagarpalika Tax Receipt and all other documents in respect of the said Flat to the Purchaser on execution of this Agreement.
23. This Agreement shall always be subject to the Provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Act, 1964 or any other provisions of law applicable thereto.

SCHEDULE OF THE FLAT

Flat No. **16**, on **First** Floor, area admeasuring **535** Sq. Fts. Built-up, + **105** Sq. Fts. Built-up Terrace) i.e. **49.72** Sq. Mtrs. Built up (9.75 Sq. Mtrs. Built up, "**B**" Wing, in Building No. **2**, known as **Vrindavan Radha Co-Operative Housing Society Limited**, Sector No. **I**, in Project known as **Mittal Enclave**, having Vasai Virar City Municipal Property Tax No. JC04/1056/52 constructed on N. A. Land bearing Old Survey No. **209**, Hissa No. **B/1P**, New Survey No. **263**, Hissa No. **B-3**, & Old Survey No. **250**, Hissa No. **4P, 5P & 6P**, New Survey No. **265**, Hissa No. **4, 5 & 6**, Situated at revenue Village **Juchandra**, Naigaon (East), Taluka Vasai, District Palghar, in the limit of Sub-Registrar Vasai.

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

SIGNED, SEALED AND DELIVERED)

By the within named **“VENDORS”**)

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MR. SAMSER SINGH , &)

MRS. ASHA DEVI)

(Through their Power of Attorney Holder)

MR. ANKUSH PARMAR),)

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In the Presence of...)

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2))

SIGNED, SEALED AND DELIVERED)

By the within named **“PURCHASERS”**)

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(1) MR. LAHOO YADAV)

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(2) MRS.MANISHA LAHOO YADAV)

In the Presence of...)

1))

2))

R E C E I P T

RECEIVED from **MR. LAHOO YADAV & MRS.MANISHA LAHOO YADAV**, the Purchasers, herein the sum of Rs. **11,00,000/-** (Rupees **Elven Lakhs** only), by being part payment, towards sale of Flat No. **16**, on **First** Floor, area admeasuring **535** Sq. Fts. Built-up, + **105** Sq. Fts. Built-up Terrace) i.e. **49.72** Sq. Mtrs. Built up (9.75 Sq. Mtrs. Built up, "**B**" Wing, in Building No. **2**, known as **Vrindavan Radha Co-Operative Housing Society Limited**, Sector No. **I**, in Project known as **Mittal Enclave**, Situated at revenue Village **Juchandra**, Naigaon (East), Taluka Vasai, District Palghar.

WITNESS:

1)

I SAY RECEIVED

Rs. 11,00,000/-

2)

MR. SAMSHER SINGH, &

MRS. ASHA DEVI

(Through their Power of Attorney Holder)

MR. ANKUSH PARMAR),

(VENDORSS)