

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made and entered into at Mumbai, on this ____ day of May 2023 **BETWEEN 1) MR. NIMIT KIRITKUMAR SHAH**, aged 50 years, 2) **MS. SANDHYA DARSHAK SHAH**, aged 48 years & 3) **MR. DARSHAK KIRITKUMAR SHAH**, aged 52 years all Adults, Indian Inhabitants, all residing at 413-414/1-D, Indraprastha, Jitendra Road, Opp. Ashoka Hospital, Malad (E), Mumbai- 400 097, hereinafter referred to as “**the VENDORS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the **FIRST PART**;

A N D

MR. SUMEET SURESH KOLEKAR, aged 28 years, residing at **Room No. 2, Shivneri Chawl-1, Shiv Vallabh Road, Near Siddheshwar Mandir, Sambhaji Nagar, Dahisar (E), Mumbai- 400 068**, hereinafter called “**the PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS the Vendors are in use, occupation and possession and absolute owner of the Flat premises lying being and situated at **Flat No. 903, 9th Floor, in the building known as Kandivali Geeta Sadan CHS Ltd, Shantilal Mody Road, Iraniwadi, Kandivali (W), Mumbai- 400 067, bearing CTS No. 258, 258/1 to 4 adm. area 520 Sq.ft. carpet, equivalent to 48.31 Sq. mtrs** (hereinafter called and referred to as said Flat premises).

AND WHEREAS the party of the second part is now desirous to purchase the said Flat and shown his desire to the party of the first part and the party of the first part, having considered the request and desire of the party of the second part, has agreed to sell the said Flat premises to the party of the second part for full and consideration amount of **Rs _____/- (Rupees _____ only)**, by way of Cheque/Cash, amount in respect of said Flat premises and balance amount by way of loan from concerned financial institute will be paid by purchaser on or before _____ days executing of this agreement on OWNERSHIP BASIS as per the rules and the parties have decided to reduce the terms and conditions of this agreement into writing papering hereinafter details given as under :

- a) Rs. _____/- (Rs. _____ only) being the token amount in respect of the said Flat premises.
- b) Rs. _____/- (Rs. _____ only) being part consideration purchaser shall pay at the time of registration this agreement.
- c) Rs. _____/- (Rs. _____ only) by way of Loan from concerned finance institutions/Bank being the balance consideration.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- 1) It is hereby agreed by and between the parties that the party of the first part agrees to sell, transfer, relinquish all his rights, title and interest of the said Flats lying, being and situated at **Flat No. 903, 9th Floor, in the building known as Kandivali Geeta Sadan CHS Ltd, Shantilal Mody Road, Iraniwadi, Kandivali (W), Mumbai- 400 067, bearing CTS No. 258, 258/1 to 4 adm. area 520 Sq.ft. carpet, equivalent to 48.31 Sq. mtrs** in favour of the party of the second part
- 2) The Vendors do hereby agreed to sell transfer assign and assure all his right, title and interest in the said Flats premises bearing at **Flat No. 903, 9th Floor, in the building known as Kandivali Geeta Sadan CHS Ltd, Shantilal Mody Road, Iraniwadi, Kandivali (W), Mumbai- 400 067, bearing CTS No. 258, 258/1**

to 4 adm. area 520 Sq.ft. carpet, equivalent to 48.31 Sq. mtrs including the benefit and accessories the Vendors received from the builder only after the receipt from the full and final consideration price received by the Vendors from the Purchaser herein. The Possession/occupation of the said Flats premises shall be handed over to the purchaser herein only after the receipt of the full consideration price as aforesaid.

- 3) Vendors further said and/or declare that they have not the said property with any Bank. The Vendors hereby agree to co-operate with the purchaser in respect of transfer of the said in the name purchaser.
- 4) The Vendors agree to transfer the share in the name of purchaser and they have also agreed to sign the necessary documents with society and other authority in respect of the transfer of the said Flats premises.
- 5) That the party of the first part has handed over the vacant and peaceful possession of the said Flats premises to the party of the second part and the party of the second part has got the possession of the said Flats receiving the abovesaid full and final consideration.
- 6) It is hereby agreed by and between the parties that the party of the first part have so far paid all the necessary charges, payments payable to the concerned competent authority and henceforth the same shall be payable by the party of the second part/the Purchaser herein to the concerned competent authority.
- 7) That the party of the first part hereby confirms and reiterates that said Flats is free from all encumbrances, charges, etc. of whatsoever nature and she has not sold, transferred, mortgaged and assigned his rights in respect of the said Flats to any other third party/ person save and except the party of the second part herein..
- 8) That the party of the first part has no objection if the party of the second part has obtains the necessary and require permission by the concerned authority to re-construct and/or to modify the Flats premises on the basis of obtaining necessary concerned Government/ Semi Government authority.
- 9) That the party of the second part has every right, authority to make the changes as per his/her wish and desire, and/or to modify the said Flats premises the party of the first part has NO OBJECTION for the same.

- 10) The Vendors further undertake to pay all the outgoing, maintenance charges and other outgoing in respect of the said premises upto the date of the completion of the sale. After completion of the sale the Purchaser shall be liable and responsible to pay the necessary outgoing, bills in respect of the said premises.
- 11) The Vendors agree and undertake that he will execute such further writings, transfer forms, declarations or documents as may be necessary for the purpose of effectually transferring all his rights, title and interest in respect of the said premises.
- 12) The transfer charges in respect of this transfer shall be borne and payable by the Vendors only. The stamp duty and the registration charges shall be borne by the Purchaser alone.
- 13) The Vendors hereby declare that they shall receive the payment as per this Agreement and shall hand over the possession of the said premises along with all the original documents pertaining to the said premises to the Purchasers.
- 14) The Vendors hereby declare and confirms that they, their family members and their nominees, etc. have no objection for the transfer of the said premises in favour of the Purchasers herein.
- 15) The Vendor herein hereby agreed, declare and confirm that till the date of execution hereof they have not entered into any Agreement with any person or persons in respect of the transfer of the said premises. They have not transferred their rights, title and interest in the said premises to any other person or persons. They have not mortgaged, alienated or created any charge on the said premises and the said premises is free from all encumbrances and they have full power and absolute right to assign and transfer their all rights in respect of the said premises.
- 16) The Vendors herein hereby also confirm and declare that no proceedings of any nature whatsoever including acquisition etc. are pending against the said Property, the Vendors herein hereby also confirms, declares and undertakes that if any encumbrances of any nature whatsoever are found, related to the said premises, the same shall be forthwith cleared by the Vendors alone at their own cost and expenses and the Vendors shall keep the Purchasers fully indemnified for any claim, expenses, loss, that may arise in that respect.
- 17) The Vendors had originally purchased the above Flats from the developers and had paid the stamp duty. However all the original documents- Agreement for Sale, Share Certificate etc, having been mislaid and not retrieved he has approached the society for issue of duplicate share certificate, after filing necessary complaint

with the concerned police station and after publishing a public notice in the local news papers, the society has issued the duplicate share certificate. All the copies of relevant police complaint and notices are attached to this agreement for sale forming the same as an integral part of this agreement for sale to establish the facts of knowledge of the same by the purchaser. The Vendors confirms that the Flats is free from all types of lien, and charges, encumbrances the title being clear and marketable. A title certificate issued by the Adv. who has critically examined all the material documents is also attached herewith, forming the same also as an integral part of this agreement for sale.

SHCHEDULE

ALL THAT PIECE Flat premises lying being and situated at Flat No. 903, 9th Floor, in the building known as Kandivali Geeta Sadan CHS Ltd, Shantilal Mody Road, Iraniwadi, Kandivali (W), Mumbai- 400 067, bearing CTS No. 258, 258/1 to 4 adm. area 520 Sq.ft. carpet, equivalent to 48.31 Sq. mtrs MSD.

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

SIGNED, SEALED AND DELIVERED)
by the withinnamed "VENDORS")
1) MR. NIMIT KIRITKUMAR SHAH)
PAN NO : AORPS2257J)

2) MS. SANDHYA DARSHAK SHAH)
PAN NO : BHCPS9980F)

3) MR. DARSHAK KIRITKUMAR SHAH,)
PAN NO : AGGPK7716F)
in the presence of.....)

SIGNED, SEALED AND DELIVERED)
by the withinnamed "PURCHASER")
MR. SUMEET SURESH KOLEKAR)
Aadhar No. 6290 6787 2500)
PAN NO : ECDPK7976L)
in the presence of.....)

R E C E I P T

RECEIVED on the day and the year first hereinabove written of and from the withinnamed PURCHASER a sum of **Rs. _____/-** (**Rupees _____ only**) by way of Cash being the token amount in respect of the above said Flat premises of terms and conditions of the said agreement.

I SAY RECEIVED Rs _____/-

(1) **MR. NIMIT KIRITKUMAR SHAH**

2) **MS. SANDHYA DARSHAK SHAH**

3) **MR. DARSHAK KIRITKUMAR SHAH**
VENDORS

WITNESSES:

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