

## AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at Panvel on \_\_\_\_ Day of July 2023 BETWEEN Mr.DATTATREYA BALARAM KURANGALE, Age- 51 years, Occupation- Business, (Pan No. AOIPK4712R), Indian Inhabitant, Residing at- Guru Prasad Apartment, Room No.301, Old Thana Naka Police Station, Panvel, Tal - Panvel, Dist.Raigad, 410206 hereinafter called and referred to as "SELLER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

1) Mr. MILIND RAMA MAHADIK, Age- 59 years, Occupation - Service, (Pan No. ASXPM9793M) and 2) Mrs. MADHAVI MILIND MAHADIK, Age- 50 years, Occupation - Housewife, (Pan No. CYWPM9414J), Indian Inhabitants, Both residing at- C-55, SBI Staff Quarters, Quarry Road, Raheja Township, Malad (East), Mumbai- 400097 hereinafter called and referred to as "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns ) **THE PARTY OF THE SECOND PART.**



**AND WHEREAS** by virtue of an Agreement for Sale registered on **Dated 19/06/2023 between** the Owner Mr. NITIN BHAGWAN SHELKE, Residing at- Village- Aadai , Tal – Panvel, Dist.Raigad sold **Flat No.102, First floor, C – wing, building known as “SHREE VINAYAK”, Survey No.27/1/A/2, Village- Aadai, Tal – Panvel, Dist.Raigad, Admeasuring Carpet area of 313.74 Sq.ft. i.e. 29.15 Sq.mtrs., Balcony area of 41.98 Sq.ft. , Enclosed Balcony area of 20.59 Sq.ft. to Mr.DATTATREYA BALARAM KURANGALE vide Document No.PVL1-4965-2023 on Dtd.19/06/2023.**

AND WHEREAS The Transferor having purchased the said Flat as an investor and in view thereof the Stamp Duty payable on this Deed of Transfer has been assessed to be paid as per article 5 (g) (ii) of the Bombay Stamp Act, 1958

AND WHEREAS the party of the First Part, is in actual possession of the said flat with existing all amenities and fittings and the transaction of the purchase of the said flat on ownership basis is completely by the party of the first part from his own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. In spite of this if anybody takes any objection or claim in the right of the said property, the party of the First Part shall clear the same with his own funds and shall see that the second part remains intact and unaffected. The party of the first part has got full right and absolute authority to sell/disposed off and transfer all their right, title and interest in the said flat as their self-acquired property. The said flat is hereby sold with absolute ownership right including all fittings by the Seller to the PURCHASERS is hereby agreed by the both parties.

AND WHEREAS the SELLERS are not in need of the said flat, they decided to sell and dispose it off.

AND WHEREAS the PURCHASERS is being interested in purchasing the said flat, he approached the SELLERS and a talk regarding sale and purchase of the flat took place between the parties.

**AND WHEREAS** by virtue of the said Agreement , and by virtue of payment of full and consideration of the said Premises, paid by the SELLER to the said Promoter, the SELLER has been possessing, occupying and enjoying the said premises on ownership basis ;

**AND WHEREAS** the **SELLER** out of his own sweet will decided to sell the aforesaid flat on **OWNERSHIP BASIS**.

**AND WHEREAS** the **PURCHASERS** being in need of a suitable and convenient accommodation, came to know about the same, approached the **SELLER** whereupon the SELLER represented to the **PURCHASERS** that :

- a) There are no suits, litigations, civil or criminal or any other proceedings pending as against the SELLER personally affecting the said premises ;
- b) There are no attachments or prohibitory orders as against or affecting the said premises and the said premises is free from all encumbrances or charges and/or is subject matter to any lispensens or easements or attachments either before or after

judgment , subject to whatever stated hereinabove. The SELLER has 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.

- c) The SELLER in the past has not entered into any agreement either in the form of sale, lease, exchange , assignment or other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said premises and has not dealt with or dispose off the said premises in any manner whatsoever ;
- d) The SELLER has 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 **PURCHASERS** and the SELLER has all the right, title and interest to enter into this agreement with the **PURCHASERS** on the various terms and conditions as stated herein;
- e) The SELLER and the PURCHASERS declare that the amount of consideration stated above is adequate and reasonable and according to the present market rate and none of the parties has any grievances about the same.
- f) The Seller do hereby declare that no notice for the recovery of the Stamp duty and registration have been received by them in respect of the said flat.
- g) The Seller is legally entitled to hold the said flat and every part thereof and except the Sellers no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.

**AND WHEREAS** believing the aforesaid representations of the SELLER, the **PURCHASERS** offered to purchase the said flat and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said Premises of the said building at and for consideration amount of **Rs.31,00,000/- (Rupees Thirty One Lakhs Only)**.

**AND WHEREAS** after negotiations, the SELLER has agreed to sell, assign and transfer and the PURCHASERS has agreed to purchase and acquire the said premises for the consideration and upon the terms and conditions hereinafter appearing.

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

- 1) THE **SELLER** do hereby agree to sell, assign and transfer and the **PURCHASERS** doth hereby agree to purchase and acquire the right, title and interest in and upon the said flat being **Flat No.102, First floor, C - wing, building known as "SHREE VINAYAK", Survey No.27/1/A/2, Village- Aadai, Tal - Panvel, Dist.Raigad, Admeasuring Carpet area of 313.74 Sq.ft. i.e. 29.15 Sq.mtrs., Balcony area of 41.98 Sq.ft. , Enclosed Balcony area of 20.59 Sq.ft.** at and for a consideration price of **Rs.31,00,000/-(Rupees Thirty One Lakhs Only )** along with the right, title and interest in and upon the said premises and also together with the benefits of

membership, shares and more particularly described in the **SCHEDULE** hereunder written (hereinafter for the sake of brevity called and referred to as the "**SAID PREMISES**").

- 2) The PURCHASERS has paid an amount of **Rs.50,000/- (Rupees Fifty Thousand Only)** given as **Part Payment** given below in **Payment Schedule**.

**PAYMENT SCHEDULE**

**Rs.50,000/-** paid by NEFT No.SBIN223178968761  
on Dtd. 27/06/2023

**Rs.30,50,000/-** will be given by way of loan from any financial  
Institution or bank within 45 working days  
after registration of this document.

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**Rs.31,00,000/- (Rupees Thirty One Lakhs Only )**  
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- 3) And it is the duty and responsibility of the SELLER to provide all the required deed and documents in respect of the said flat to the PURCHASERS asked by the competent authority on the Bank of Financial Institution of the PURCHASERS amount of PURCHASERS are availing loan to pay the balance amount of consideration to pay it within prescribed time limit and shall handover and deliver the same as early as possible and when it is demanded along with documents pertaining to the title of the Flat for purpose of enabling PURCHASERS to avail Loan from any Bank or Financial Institution and procure with view to making payment of full and final amount of consideration within specified time limit and if the SELLER fail to do so then the same time or days will be deducted from the given

time period and the time/days will be increase to pay the balance amount of consideration accordingly.

- 4) Upon receipt of the entire amount of consideration the SELLER shall deliver the actual, physical , legal and vacant and peaceful possession of the said premises from all encumbrances.
- 5) As aforesaid the **PURCHASERS** has agreed to pay to the SELLER full and final payment and thus the SELLER has agreed to sell and transfer and the **PURCHASERS** has agreed to purchase and acquired the said flat along with 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.
- 6) The SELLER shall handover and deliver to the PURCHASERS all the documents pertaining to the title of the said premises, along with said Agreement NOC from Builder for purpose of enabling PURCHASERS to avail and procure the loan from the bank of financial institution with view to making payment of amount of consideration.
- 7) Being time is the essence of this Agreement in event of the non – payment of amount of the consideration within three months in that event SELLER shall have right to cancel these present after giving one month notice to the PURCHASERS.
- 8) The SELLER, after the payment of entire amount of consideration shall have no claim right, title, interest ownership demand or charge of whatsoever nature in or upon the said premises through himself or through their predecessor in title.

- 9) It is hereby specifically agreed that all the dues, maintenance charge, taxes etc. due till the date of transfer shall be paid by the PURCHASERS.
- 10) The PURCHASERS 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 PURCHASERS can hold the same for unto and to the use and benefit for himself, his heirs, executors , successors for ever without any claims charges interest demand or lien of the SELLER or any person on his behalf or who may claim through them or in trust for them.
- 11) The SELLER declare that the said premises shall made free from all encumbrances. The SELLER further declare that he shall indemnify and keep indemnified the PURCHASERS from any loss caused to the PURCHASERS because of the defect in title.
- 12) The PURCHASERS shall pay all dues of taxes & maintenance charges to Builder and obtain the necessary **NO OBJECTION CERTIFICATE** from him which is joined with this document for effectual, legal & perfect transfer of the said Premises in his favour and to confirm the transfer and shall abide rules and regulations of the said society upon transfer of said premises in his favour.
- 13) The PURCHASERS shall get the said premises legally transferred in his own name/ favour after observing all the necessary procedures and get all the deeds, documents, applications etc. executed. The SELLER hereby undertakes



to render his fullest Co-operation to the PURCHASERS for legal, full, perfect and effectual transfer of the said Premises in favour of the PURCHASERS or his nominee/s and further undertakes not to charge any extra consideration and /or charges etc. for the same.

- 14) The SELLER hereby agree to sign all necessary papers, documents , deeds and swear affidavit and declarations as and when necessary for effective transfer of the said premises in favour of the PURCHASERS or his nominee/s. To sign and execute such forms as necessary to move the Maharashtra State Electricity Board and or departments to have the electric meter in respect of the said flat transferred unto the name of PURCHASERS.
- 15) If buyer's home loan is rejected by bank due to some legal/ statutory issue in property/ property documents then within one month the amount received by the Seller should be refunded to the PURCHASERS.
- 16) The SELLER agrees and undertakes to handover all original documents, vouchers , last paid up bills of outgoings etc. , as in respect of the said flat to the PURCHASERS.
- 17) The Flat will be delivered to the PURCHASERS in the condition as it is and the SELLER will not be liable to make any additions or alterations therein.
- 18) It is mutually agreed by and between the parties that the charges or stamp duty , registration fees, legal charges etc. shall be borne and paid by the PURCHASERS alone.

- 19) This Agreement shall always be provisions of Maharashtra Flat Ownership Act 1963 and Rules 1964 made there under and under the Provisions of Transfer of Property Act, 1882.
- 20) In future if society is formed then PURCHASERS shall become member of the Formed Society.
- 21) The Courts in Panvel shall have exclusive Jurisdiction to try and entrain any dispute arising pursuant to these presents.
- 22) WHEREAS the SELLER have given inspection of the aforesaid premises and all the relevant documents in respect of the said premises to the PURCHASERS and the PURCHASERS admit of having inspected the same. That both the parties agree that they have read all the contents, terms and conditions mentioned in this Agreement and after reading, confirming the same both the parties have signed this Agreement in presence of the witnesses.

**THE SCHEDULE OF THE PREMISES ABOVE REFERRED TO**

**ALL THAT RESIDENTIAL PREMISES being Flat No.102, First floor, C - wing, building known as "SHREE VINAYAK", Survey No.27/1/A/2, Village- Aadai, Tal - Panvel, Dist.Raigad, Admeasuring Carpet area of 313.74 Sq.ft. i.e. 29.15 Sq.mtrs., Balcony area of 41.98 Sq.ft. , Enclosed Balcony area of 20.59 Sq.ft.**

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hand on these present on the day and year first hereinabove mentioned.

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED SELLER  
Mr.DATTATREYA BALARAM KURANGALE**

**SELLER**

In the presence of...

1.

2.

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED PURCHASERS  
1) Mr. MILIND RAMA MAHADIK**

**2) Mrs. MADHAVI MILIND MAHADIK**

**PURCHASERS**

In the presence of...

1.

2.

**R E C E I P T**

**RECEIVED** of and from the within named **PURCHASERS** 1)  
**Mr. MILIND RAMA MAHADIK** and 2) **Mrs. MADHAVI MILIND**  
**MAHADIK** a sum of **Rs.50,000/- (Rupees Fifty Thousand Only)**  
paid as **Part Payment** paid by NEFT mentioned in payment  
schedule above for sell of my **Flat No.102, First floor, C - wing,**  
**building known as "SHREE VINAYAK", Survey No.27/1/A/2,**  
**Village- Aadai, Tal - Panvel, Dist.Raigad,**

Panvel.

**I say received.**  
**Rs. 50,000/-**

**Mr.DATTATREYA BALARAM KURANGALE**  
**SELLER**

**WITNESS :-**

1.

2.

