

VILLAGE	ACHOLE
SURVEY NO.	2 (OLD (NEW 254) OLD 357)
BUILDING NAME	SKY HEIGHTS CO-OP.HSG.SOC.LTD.,
FLAT NO.	A/101, FIRST FLOOR, BLDG. TYPE-SC-32,
AREA	582.88 SQ. FT. CARPET AREA (54.17 SQ. MTRS.)
CONSIDERATION	RS.65,00,000/-
MARKET VALUE	RS.45,12,000/-
STAMP DUTY	RS.4,55,000/-
REGISTRATION FEES	RS.30,000/-

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at VASAI on this \_\_\_ day of AUGUST, 2023.

### **BETWEEN**

**MR. VINIT CHANDRAHAS SHETTY** age 37 years & **MR. CHANDRAHAS RUKKAYA SHETTY** age 68 years, adults, Indian Inhabitants, having address at, FLAT NO.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, SKY HEIGHTS CO-OP.HSG.SOC.LTD., EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208, hereinafter called 'THE VENDORS/TRANSFERORS' (which expression shall unless it is repugnant to the context or meaning there of is deemed to include their heirs, successors, executors, representatives, assigns, administrators etc.) of the FIRST PART.

### **AND**

**MR. VIRAJ CHANDRAHAS SHETTY** age 29 years, adult, Indian Inhabitant, having present address at, A-1404, SIDDHIVINAYAK TOWER, INDRALOK TO GHODBUNDER ROAD, ANNAPURNA ESTATE, INDRALOK PHASE 8, BHAYANDER EAST, THANE 401105, hereinafter called 'THE PURCHASER/TRANSFEE' (which expression shall unless it is repugnant to the context or meaning thereof is deemed to include his heirs, successors, representatives, executors, administrators and assigns) of the SECOND PART:-

Whereas thereafter the present TRANSFERORS have been admitted as members of, SKY HEIGHTS CO-OP.HSG.SOC.LTD., and whereas the TRANSFERORS acquired the rights, title and interest in respect of, FLAT NO.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, in SKY HEIGHTS CO-OP. HSG.SOC.LTD., having Registration No.TNA/(VSI)/HSG/(TC)/27997/2015 DATED 23/10/2015 under Maharashtra Co-operative Societies Act 1960. Whereas **MR. VINIT CHANDRAHAS SHETTY & MR. CHANDRAHAS RUKKAYA SHETTY** had purchased the said flat by an AGREEMENT FOR SALE Dated 04<sup>th</sup> JANUARY, 2017 vide a DOCUMENT NO.VASAI-3-60-2017 DATED 04/01/2017 from **M/S. SAGAR DEVELOPERS**, therein referred to as 'THE DEVELOPERS' of the one part and **MR. VINIT CHANDRAHAS SHETTY & MR. CHANDRAHAS RUKKAYA SHETTY**, therein referred to as 'PURCHASERS' of the other part.

And whereas the present TRANSFEREE agreed to acquire on what is known as 'OWNERSHIP BASIS' FLAT NO.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, admeasuring 582.88 SQ. FT. CARPET AREA in the building known as, SKY HEIGHTS CO-OP.HSG.SOC.LTD., situated at, SURVEY NO.2 (OLD (NEW 254) OLD 357), HISSA NO.1/9, VILLAGE ACHOLE, TALUKA VASAI, DIST. PALGHAR, hereinafter referred to as the 'SAID FLAT' for brevity's sake.

AND whereas the TRANSFERORS herein have agreed to sell, transfer all the rights, title and interest along with SHARE CERTIFICATE NO.001 of Rs.50/- each BEARING NOS.001 to 010 in member's register FOLIO NO.001 in respect of the said flat to the TRANSFEREE & the TRANSFEREE has agreed to acquire the said flat on 'OWNERSHIP BASIS' AND WHEREAS the Hon. Secretary/ Chairman/ Treasurer / Managing Committee of the Society has agreed to as per the request of THE TRANSFERORS to transfer the FLAT NO.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, in the building known as, SKY HEIGHTS CO-OP.HSG.SOC.LTD., in the name of THE TRANSFEREE.

**NOW THIS INDENTURE WITNESSETH AS UNDER:-**

1. The TRANSFERORS are the owners and are in exclusive possession of the said Flat bearing No.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, SKY HEIGHTS CO-OP.HSG.SOC.LTD., EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208, admeasuring 582.88 SQ. FT. CARPET AREA, VILLAGE ACHOLE, TALUKA VASAI, DIST. PALGHAR and more particularly described in the schedule herein under.
2. The TRANSFEREE has agreed to purchase the said Flat from the TRANSFERORS and the TRANSFERORS have agreed to sell and transfer the said Flat on 'OWNERSHIP BASIS' for the sum OF **RS.65,00,000/- (RUPEES SIXTY FIVE LAKHS ONLY)** in Full & Final consideration of their claim to the conditions in the said agreement for sale.
3. The TRANSFEREE will pay to the TRANSFERORS the sum of **RS.10,00,000/- (RUPEES TEN LAKHS ONLY)** as being PART PAYMENT on the execution of this AGREEMENT FOR SALE. The receipt of payments made is attached herewith as **Annexure "1"**. The TRANSFEREES further agree to pay the BALANCE PAYMENT of **RS.55,00,000/- (RUPEES FIFTY FIVE LAKHS ONLY)** within \_\_\_\_ days from the date of registration by obtaining loan from Bank or any other Financial Institution, time for BALANCE PAYMENT shall be essence of this contract.
4. The TRANSFEREE shall pay sum of Rs.65,000/- (Rupees Sixty Five Thousand Only) being the Tax Deduction at Source {T. D. S. @1% of the Total Consideration Amount/Value i.e. Rs.65,00,000/-} under Sec 194IA of the Income Tax Act as per the CBDT circular directly to the Taxation Authorities, the amount such paid shall be treated as amount paid to the TRANSFERORS out of the consideration amount as agreed above. The TRANSFEREE hereof shall pay the above T. D. S. and shall provide the Tax Paid Challan/Acknowledgement to the TRANSFERORS. The TRANSFEREE agrees and undertake to indemnify the TRANSFERORS in respect hereof.

5. On receiving full price consideration of the said Flat, the TRANSFERORS shall put the TRANSFEREE in the possession of the said Flat and all rights, title of the said Flat shall stand transferred in the name of the TRANSFEREE and the TRANSFEREE shall be entitled to enter upon occupy, possess and enjoy the said Flat with all the amenities including electricity, sanitary, fitting and fixtures to the said Flat given by the Builders.

6. THE TRANSFERORS HEREBY DECLARE AND STATE AS UNDER:-

a] That the said Flat is free from all encumbrances and claims and demands and the same is not subject to any charges, damage, action, mortgage, lease, lien, lis pendens, inheritance, probate, testamentary or any other matters and there is no statutory, commercial or personal liability in any private, public or revenue authority for payment on the said Flat on or before the date of execution of this agreement for sale and they are entitled and competent to transfer the said Flat and said shares to the TRANSFEREE herein.

b] The TRANSFERORS are in exclusive possession of the said Flat and no other person/s has any right to possession of the said Flat and the said Flat was acquired by them out of their funds.

c] The TRANSFERORS shall pay all the taxes, society charges, electricity charges and maintenance charges in respect of the said Flat up to the date of handing over the possession of the said Flat to the TRANSFEREE herein.

d] The TRANSFERORS shall co-operate with the TRANSFEREE in signing all letters, applications, undertaking and forms when required in getting the said Flat transferred in the name of the TRANSFEREE in the record of the society, VASAI-VIRAR CITY MUNICIPAL CORPORATION and M.S.E.D.CO. LTD.

- e] The TRANSFERORS declare and confirm that there is no litigation or other proceedings pending in respect of the said Flat and there is no attachment levied before and/or after judgement by any Court of Law in respect of the said Flat nor has any competent authority issued any order prohibiting the sale, transfer or assignment of the said Flat or the benefits of the agreement for acquiring the same.
- f] The TRANSFERORS neither have committed any breach nor have they been guilty of any breach or non-compliance with any of the terms and conditions of this agreement and that the said agreement is valid and subsisting at law till the date of the execution of these presents.
7. The TRANSFERORS hereby indemnify and keep indemnified the TRANSFEREE against all costs, claims, charges, damages, actions, attachments, mortgages, lease, lien, lis pendens, claim, inheritance, probate, testamentary or any other matters raised or action initiated by the government or public body, central or state or any income tax authorities or any other tribunal in respect of the said Flat and undertake to make loss of which the TRANSFEREE may suffer by virtue of any litigation, attachment, orders, injunction, receiver, liquidation etc. on account of purchase of said Flat from the TRANSFERORS.
8. The TRANSFERORS further agree that they or any other person/s claiming through them shall from the date of this agreement for sale, at all times thereafter, whenever called upon by the TRANSFEREE, to do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for more perfectly securing the interest of the TRANSFEREE in the said Flat.

9. THE TRANSFEREE HEREBY DECLARE/S AND ASSURE/S:

a] The TRANSFEREE has inspected/checked all the original documents in respect of the said Flat and is satisfied of the original documents and is ready and willing to purchase the said Flat.

b] The TRANSFEREE shall become the member of the society and shall observe and Perform all the terms and conditions contained in the aforesaid agreements for transfer.

c] The TRANSFEREE shall abide by the rules and regulations and bye-laws of the Society of which she is being admitted as the member and shall abide by all singular bye-laws, rules and regulations in force of the society and which the society may adopt from time to time.

10. The TRANSFERORS have agreed to sign all the necessary transfer forms and other papers for the transfer of the said Flat in the society record in the names of the TRANSFEREE on receiving the full price consideration amount and shall handover the original title deed i.e. Agreement for sale, Registration Receipt and the Share Certificate in respect of the said Flat to the TRANSFEREE on the day of execution of this Agreement and the TRANSFEREE do hereby Acknowledge for receiving the original documents from the TRANSFERORS.

11. In the event of any differences of opinion or dispute between the parties to the agreement on any matter pertaining to this agreement on the aforesaid transfer, it shall be referred to arbitration by an arbitrator appointed under the Arbitration Act. Such arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

12. The Transfer charges payable to the society in respect of the said flat will be borne by the TRANSFERORS and TRANSFEREE equally i.e. (fifty/fifty).

13. The Stamp Duty and Registration Charges shall be borne and paid by the TRANSFEREE only.

14. The Permanent Account Number (PAN) of THE TRANSFERORS are as follows and a copy annexed herewith.

**MR. VINIT CHANDRAHAS SHETTY** - **CCMPS2688L**  
**MR. CHANDRAHAS RUKKAYA SHETTY** - **BHIPS5671M**

15. The Permanent Account Number (PAN) of THE TRANSFEREE is as follows and a copy annexed herewith.

**MR. VIRAJ CHANDRAHAS SHETTY** - **FUIPS3240F**

Subject to the clause 3 & 4 above the TRANSFERORS hereby assigns their rights, title and interest in the said Flat to the TRANSFEREE who is entitled to hold possess, occupy and enjoy the said Flat without any interruption from them.

This Agreement shall always be subject to the provision of Maharashtra Co-Op. Societies Act 1960 and the rules made there under.

#### **SCHEDULE OF THE PROPERTY**

All that FLAT bearing No.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, SKY HEIGHTS CO-OP.HSG.SOC.LTD., registered under No.TNA/(VSI)/HSG/(TC)/27997/2015 DATED 23/10/2015 flat admeasuring 582.88 SQ. FT. CARPET AREA constructed on the land bearing SURVEY NO.2 (OLD (NEW 254) OLD 357), HISSA NO.1/9, lying, being and situated in the revenue VILLAGE ACHOLE within the jurisdiction of VASAI-VIRAR CITY MUNICIPAL CORPORATION, within the limits of the Sub-Registrar, VASAI-1/2/3/4/5/6, TALUKA VASAI, DIST. PALGHAR.

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

SIGNED, SEALED & DELIVERED By Within named <b>“the TRANSFERORS”</b>	Thumb Impression	Photograph
           <b>MR. VINIT CHANDRAHAS SHETTY</b>           <b>MR. CHANDRAHAS RUKKAYA SHETTY</b>		

In the presence of .....

.....

SIGNED, SEALED & DELIVERED By Within named <b>“the TRANSFEREE”</b>	Thumb Impression	Photograph
           <b>MR. VIRAJ CHANDRAHAS SHETTY</b>		

In the presence of .....

.....



**Annexure "1"****RECEIPT**

We, **MR. VINIT CHANDRAHAS SHETTY & MR. CHANDRAHAS RUKKAYA SHETTY** received a sum of **RS.10,00,000/- (RUPEES TEN LAKHS ONLY)** as being PART PAYMENT from **MR. VIRAJ CHANDRAHAS SHETTY** PURCHASER/ TRANSFEREE, towards sale of FLAT NO.101, FIRST FLOOR, A' WING, BLDG. TYPE-SC-32, SKY HEIGHTS CO-OP.HSG.SOC.LTD., EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208 by details mentioned below:

Cash/ Chq./RTGS/ DD/IMPS/Ref. No.	Bank/Branch	Date	Amount
TOTAL RS.			10,00,000/-
(RUPEES TEN LAKHS ONLY)			

(Subject to Realisation of above mentioned Cheque/s)

WE SAY RECEIVED,

**MR. VINIT CHANDRAHAS SHETTY.**  
**MR. CHANDRAHAS RUKKAYA SHETTY.**  
 (TRANSFERORS)

DATE :  
 PLACE : VASAI

WITNESSES :  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

