

## AGREEMENT FOR SALE

**ARTICLES OF THIS AGREEMENT** is made and entered into at Thane on this \_\_\_\_ day of September, 2023.

### BETWEEN

1) **MR. SURESH PENNADAM JEYAKARAN**, age 57 years, PAN : **AJOPP0667R** and 2) **MRS. BAMA SURESH**, age 55 years, PAN : **AACPI2838L**, both Indian Inhabitants, having address at Flat No. 603, 6<sup>th</sup> Floor, Building Type A, The Residency Co-Operative Housing Society Ltd, Kavesar, Ghodbunder Road, Thane (W) 400615 hereinafter referred to as **"THE TRANSFERORS"** (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

### AND

1) **MR. AMOL ANIL ABHYANKAR**, age 41 years, PAN : **AGFPA1960J**, & 2) **MRS. KSHITIJA AVINASH KALE**, age 40 years, PAN : **CCUPK4480J**, Indian Inhabitant, both having address at- A-1004, The Residency, Vijay Garden Road, off GB Road, Kasarvadavali, Thane (W) 400615 hereinafter called **"THE TRANSFEREES"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

**WHEREAS** by virtue of a Registered Agreement dated 18<sup>th</sup> day of November, 2010 (Registered with the Sub-Registrar of Thane 5 at Doc. No. TNN5 -12046-2010 dated 24/11/2010) executed between M/S. VIJAY GRIHNIRMAN PVT LTD. having Office at – 1, Tarlika, Ground Floor, 216, Sir Bhalchandra Road, Matunga, Mumbai 400019 therein referred to

as the "Builders" of the One Part and Mr. Ashish Prabhakar Shetty therein referred to as the "Purchasers (TRANSFERORS herein)" of the Other Part purchased and acquired all rights, title and interest in **Flat No. 603**, admeasuring **922 Sq. Ft. (Carpet)** area on **6<sup>th</sup> Floor**, along with Open Parking Space No. OP (6-6a) of the **Building Type A** of the building to be known as **The Residency** in the "**THE RESIDENCY Co-Operative Housing Society Ltd**", standing on the plot of land bearing **Survey No. 190/4, 199/1, 217, Village - Kavesar**, lying, being and situated at Ghodbunder Road, Thane (W) 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the "**SAID PREMISES**"

**WHEREAS** by virtue of a Registered Agreement dated 11<sup>th</sup> day of June, 2013 (Registered with the Sub-Registrar of Thane 2 at Doc. No. TNN2 - 4822-2013 dated 11/06/2013) executed between Mr. Ashish Prabhakar Shetty therein referred to as the "Transferor" of the One Part and Mr. Suresh Pennadam Jeyakaran & Mrs. Bama Suresh therein referred to as the "Purchasers (TRANSFERORS herein)" of the Other Part purchased and acquired all rights, title and interest in **Flat No. 603**, admeasuring **922 Sq. Ft. (Carpet)** area on **6<sup>th</sup> Floor**, along with Open Parking Space No. 6-6a) of the **Building Type A** of the building to be known as **The Residency** in the "**THE RESIDENCY Co-Operative Housing Society Ltd**", standing on the plot of land bearing **Survey No. 190/4, 199/1, 217, Village - Kavesar**, lying, being and situated at Ghodbunder Road, Thane (W) 400615.

**AND WHEREAS** the TRANSFERORS herein have made the entire payment of consideration to the said Mr. Ashish Prabhakar Shetty of such being on and thereupon, the TRANSFERORS have been put into the actual



and physical possession of the said premises as the absolute and lawful owners thereof.

**AND WHEREAS** the TRANSFERORS are the bonafide members of the “**THE RESIDENCY Co-operative Housing Society Ltd.**”, a society registered under **Registration No. TNA/(TNA)/HSG/ (TC)/25955 Dated 14/02/2014**, and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity’s sake is referred to as “**The Said Society**” and being the members of the said society, the TRANSFERORS are holding Ten fully paid up shares of Rs. 50/- each under **Share Certificate No. 23**, bearing **Distinctive No. 221 to 230, (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

**AND WHEREAS** the TRANSFERORS out of their own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

**AND WHEREAS** the TRANSFEREES being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREES that :

- A) They are the absolute and lawful owners of the said premises and are the bonafide members of the said society and no other person/s has / have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.

- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any lispensens or easements or attachments either before or after judgment. The TRANSFERORS have 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.
- D) The TRANSFERORS have not mortgaged the said premises with any institutions and the said premises is free from all encumbrances, charges, lien, etc.
- E) The TRANSFERORS have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFERORS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
- F) The TRANSFERORS in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the said premises and have not dealt with or dispose of the said premises in any manner whatsoever.
- G) Neither the TRANSFERORS nor any of their predecessors in title has/had received any notice either from the Municipal Corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.



- H) The TRANSFERORS have good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFERORS and/or against the said premises or any part thereof.
- I) The TRANSFERORS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other statute from disposing of the said premises or any part thereof in the manner stated in this Agreement.
- J) The TRANSFERORS have 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 TRANSFEREES and the TRANSFERORS have all the right, title and interest to enter into this agreement with the TRANSFEREES on the various term and conditions as stated herein.

**AND WHEREAS** believing the aforesaid representations the TRANSFEREES offered to purchase the said premises 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 society, at and for **Lump-sum Price / Consideration of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs only).**

**AND WHEREAS** after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into

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

1. The TRANSFERORS hereby agree to sell, assign and transfer and the TRANSFEREES hereby agrees to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No. 603**, admeasuring **922 Sq. Ft. (Carpet)** area on **6<sup>th</sup> Floor**, along with Open Parking Space No. OP (6-6a) of the **Building Type A** of the building to be known as **The Residency** in the "**THE RESIDENCY Co-Operative Housing Society Ltd**", standing on the plot of land bearing **Survey No. 190/4, 199/1, 217, Village - Kavesar**, lying, being and situated at Ghodbunder Road, Thane (W) 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for a **Lump-sum Price** of **Rs. 1,40,00,000/- (Rupees One Crore Forty 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.

2. The TRANSFEREES have agreed to pay to TRANSFEROR **Lump-sum Price / Consideration** of **Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs only)** in the following manner :-

a. **Rs. 1,00,000/- (Rupees One Lakh Only)** by NEFT  
No./Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on  
\_\_\_\_\_ as Token Money before execution of this  
Agreement.



17. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREES ALONE.
18. This agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

**:: SCHEDULE ABOVE REFERRED TO ::**

**ALL THAT PREMISES** bearing **Flat No. 603**, admeasuring **922 Sq. Ft. (Carpet)** area on **6<sup>th</sup> Floor**, along with Open Parking Space No. OP (6-6a) of the **Building Type A** of the building to be known as **The Residency** in the **“THE RESIDENCY Co-Operative Housing Society Ltd”**, standing on the plot of land bearing **Survey No. 190/4, 199/1, 217, Village - Kavesar**, lying, being and situated at **Ghodbunder Road, Thane (W) 400615** within the limits of **Thane Municipal Corporation** and within the **Registration District and Sub-District of Thane**.

**:: RECEIPT ::**

RECEIVED of and from **1)MR. AMOL ANIL ABHYANKAR & 2) MRS. KSHITIJIA AVINASH KALE (TRANSFEREES)** a sum of **Rs. 35,00,000/- (Rupees Thirty Five Lakhs only)** being **Part Payment of Consideration** against the sale of **Flat No. 603**, admeasuring **922 Sq. Ft. (Carpet)** area on **6<sup>th</sup> Floor**, along with **Open Parking Space No. OP (6-6a)** of the **Building Type A** of the building to be known as **The Residency** in the **“THE RESIDENCY Co-Operative Housing Society Ltd”**, situated at **Ghodbunder Road, Thane (W) 400615**, in the following manner :

Sr. No.	Rupees	NEFT/ *Cheque No.	Dated	Drawn on
1)				
2)				
3)				
4)				

\*Subject to realization of Cheque.

**Rs. 35,00,000/-**

**WE SAY RECEIVED**

**1) MR. SURESH PENNADAM JEYAKARAN**

**2) MRS. BAMA SURESH  
“TRANSFERORS”**



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

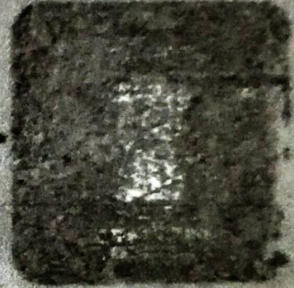
AMOL ANIL ABHYANKAR

ANIL ABHYANKAR

20/02/1982

Permanent Account Number

AGFPA1960J



*Amol*

Signature



आयकर विभाग  
INCOME TAX DEPARTMENT



सत्यमेव जयते

भारत सरकार  
GOVT. OF INDIA

KALE KSHITIJ AVINASH  
AVINASH NARAYAN KALE

09/03/1983

Permanent Account Number

CCUPK4480J

Kshitija

Signature







सत्यमेव जयते  
भारत सरकार



आधार

भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

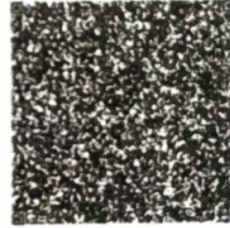
Enrollment No.: 0000/00115/23303

To  
Amol Anil Abhyankar  
A1004, The Residency, Vijay Garden Road, off GB  
Road,  
Near Kevalya Hospital, Kasarvadavali,  
VTC: Thane,  
PO: Kasarvadavali,  
District: Thane,  
State: Maharashtra,  
PIN Code: 400615,  
Mobile: 9769437596

137279544



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आपका आधार क्रमांक / Your Aadhaar No. :

**5327 2630 1448**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



आधार

Issue Date : 21/12/2011



Amol Anil Abhyankar  
DOB : 20/02/1982  
Male

**5327 2630 1448**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India

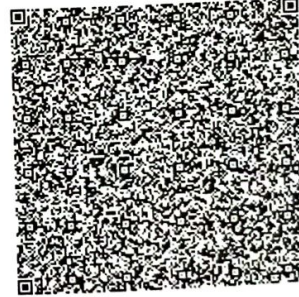
भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

नोंदणी क्रमांक: / Enrolment No.: 0000/00117/05538

To  
श्रितिजा अविनाश काळे  
Kshitija Avinash Kale  
A1004 The Residency  
Vijay Garden Road, off GB Road  
Near Kevalya Hospital  
Thane  
Thane Maharashtra - 400615  
8879395322

Signature valid

Digitally signed by  
UNIQUE IDENTIFICATION  
AUTHORITY OF INDIA 05  
Date: 2022.02.12 17:12:38  
UTC



आपला आधार क्रमांक / Your Aadhaar No. :

8871 5494 9800

VID : 9183 8826 8746 6712

माझे आधार, माझी ओळख



भारत सरकार  
Government of India



श्रितिजा अविनाश काळे  
Kshitija Avinash Kale  
जन्म तारीख/DOB: 09/03/1983  
महिला/ FEMALE



Government of India

- आधार ओळखीचा
- सुरक्षित QR कोड वापरून ओळख
- हे इलेक्ट्रॉनिक प्रक्रिया

- Aadhaar is a
- Verify identity
- Authentication
- This is electro

- आधार देशभर
- आधार आपला सुलभतेने घेणे
- आपला मोबाइल अद्यावत ठेवणे
- आपल्या स्मार्टफोन वापरणे

- Aadhaar
- Aadhaar and non-
- Keep you in Aadhaar
- Carry Aadhaar mAadhaar

Download Date: 12/02/2022

पत्ता:  
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गार्डन रोड, केवल्या हॉस्पिटल, ठाणे,  
महाराष्ट्र - 400615  
Address:  
A1004 The Residency,  
GB Road, Near Kevalya  
Thane,  
Maharashtra - 400615