

## **AGREEMENT FOR SALE**

ARTICLES Of AGREEMENT made at Naigaon, this 25<sup>th</sup> day of October 2023 BETWEEN M/S. SHREE GANESH ENTERPRISE, a proprietorship firm (Shri. Jagdish Krishna Mhatre) through one of the proprietor carrying on business at Village Chandrapada, Naigaon (East) Taluka: Vasai District: Palghar HEREINAFTER called "The VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partners for the time being, of the said firm and his/her/their respective heirs, executors, administrators and assigns) of the ONE PART, and Shri/Mrs./Smt./M/s, JYOTSANA RAMU PATIL aged 38 Years Flat No. 301, Sai Nidhi Apartment, Om Nagar, Nagindaspada, Nallasopara East, Tal. Vasai, Dist. – Palghar – 401209 IN AFTER called "The PURCHASER" (which expression mean and include them and the survivors or survivor of them, the heirs, executors and administrators or the survivor, his/her/their assigns) of the OTHER PART.

**WHEREAS :**

- 1) The party/parties hereto is/are the sole owners of the freehold plot of land and is fully seized and possessed of the said plot of land situated at Village Chandrapada, Naigaon (E), bearing Survey No. 123 part, H.No.3C, N.A. plot of land admeasurements ..... Square Yards equivalent to ..... sq. mts. or thereabout on which the said building is constructed or being constructed having total F.S.I. admeasuring about ..... sq.ft. built up area, and within the registration, Sub- District of Vasai, Dist. Palghar.
- 2) The; vendors propose to sell Shops/Galas/Blocks/ Flats/Rooms in the building on ownership basis.
- 3) Purchaser have agreed to acquire ~~Shops/Galas/ Blocks / Flats / Rooms~~ No. 301 on the Third floor of the said building, having built up area 375 Sq.feet as per plan and consisting of 1 RK rooms/s and a kitchen on the terms and conditions hereinafter appearing.

**NOW THESE PRESENTS WITNESS AND-IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS -**

1. The party/parties of the FIRST PART is/are constructing the said building on the said plot in accordance with the plans and specifications which have been kept at the building site for inspection and which the party of the SECOND PART has been and approved and also agreed that the party of the

FIRST PART may make such variations and modifications, therein as may be required to be done by the Government/ Vasai Virar City Municipal Corporation or any other Local Authority.

2. The party of the SECOND PART has prior to the execution of this Agreement satisfied himself / herself / themselves about the title of the party of the FIRST PART to the said plot. The party of the SECOND PART shall not be entitled further to investigate the title of the party of the FIRST PART and no requisition or objection shall be raised on any matter relating thereto.

3. The party of the SECOND PART hereby agrees to acquire Shops / Flats / Galas / Blocks / Rooms No. 301 on the Third floor of the said building consisting of 1 RK room/s and kitchen having built up area 375 Sq. Feet as per the plans and specifications seen and approved by him / her / them at Rs. 33,00,000/- (Rupees Fifty Two Lakhs only) in the manner given below :-

a) Rs. 1,00,000/- (Rupees one Lakhs only) on or before \_\_\_\_\_

b) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on or before \_\_\_\_\_

c) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on or before \_\_\_\_\_

- d) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on or before \_\_\_\_\_
- e) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on or before \_\_\_\_\_
- f) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on or before \_\_\_\_\_

If the abovestated amount has not been paid by the party of the SECOND PART within the period specified above, the party of the FIRST PART shall cancel the booking of the Shops / Flats / Galas / Blocks / Room without giving any-further notice to that effect and shall forfeit the earnest money and shall return back the balance amount without interest to the party of the SECOND PART.

4. The party of the FIRST PART agrees to handover the possession of the said Shops / Flats / Galas / Blocks / Rooms to the party Of the SECOND PART by the end of the month of \_\_\_\_\_ 2023 subject however to the availability of cement, steel or other building materials and subject to any act of God such as earthquake, Floods or any other natural calamity, Act of enemy, War or any other cause beyond the control the party of the FIRST PART.
5. The party of the SECOND PART shall have no claim save and except in respect of the particular Shops / Flats / Galas / Blocks / Rooms hereby agreed to be acquired i.e. all open spaces, parking places,

lobbies, staircases, lifts, terraces etc. will remain the property of the party of the FIRST PART until the whole property is transferred to the proposed Co-operative Housing Society or Limited Company being formed by the prospective Shop/ Gala/Flat/Room owners in the said building.

6. The party of the FIRST PART shall have a right until the execution of the conveyance in favour of the proposed society or Limited Company to make additions, raise money or put up additional structures as may permitted by Vasai Virar City Municipal Corporation and Other competent authorities such additions, structures and storeys will be the sole property of the party of the FIRST PART who will be entitled to dispose it off in any way they choose and the party of the SECOND PART hereby consents to the same.
7. As soon as the building is notified by the party of the FIRST PART as complete each of the Shop / Gala / Block / Flat/ Room holders shall pay the respective arrears of price payable by them within seven days of such notice. If any Shop / Gala / Block / Flat/ Room holder fails to pay the arrears as aforesaid, the party of the FIRST PART will be entitled to forfeit the amounts previously paid by such defaulting Shop / Gala / Block / Flat/ Room holder who shall lose all rights in the Shop / Gala / Block / Flat/ Room agreed to be taken by him/her/them.
8. Under no circumstances possession of the Shop / Gala / Block / Flat/ Room shall be given by the party of the FIRST PART to the party of the SECOND PART unless and until all payments required to be made under the Agreement by the party of the SECOND PART have been made to the party of the FIRST PART.

9. The party of the FIRST PART shall in respect of any amounts to be paid by the party of the SECOND PART under the terms and conditions of this Agreement have first lien and charge on the said Shop / Gala / Block / Flat/ Room agreed to be acquired by the party of the SECOND PART.
10. The party of the SECOND PART hereby agreed to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Fifth Column of the FIRST SCHEDULE hereto.
11. So long each Shop / Gala / Block / Flat/ Room in the said building shall not be Separately assessed for Vasai Virar City Municipal Corporation charges and water rates the party of the SECOND PART shall pay a proportionate share of the water tax assessed on the whole building, such portion to be on the basis of each Shop/Gala/Block/Flat/Room in the said building being of equal value.
12. The party of the SECOND PART shall maintain at his/her/their own costs the Shop / Gala / Block / Flat/ Room agreed to be acquired by him/her/them and all abide by all bye-laws and rules and regulations of the Government, Vasai Virar City Municipal Corporation or
13. The party of the SECOND PART hereby agree to pay all the amounts payable under the terms of the Agreement as and when they become due and payable, time to time in this respect being the absence of the contract. Further the party of the FIRST PART is not bound to give any notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts on the respective due date.

14. The party of the SECOND PART hereby agrees to deposit with the party of the FIRST PART a sum of Rs.\_\_\_\_\_ for membership fee and subscription of shares and maintenance and other expenditure for which the party of the SECOND PART shall not demand any account of the said amount and further undertakes to be a member of the Co-operative Housing society or Limited Company to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration other papers and documents necessary for the formation and registration of the society duly fill in sign and return within ten days of the same being forwarded by the party of the FIRST PART to the party of the SECOND PART. No objection shall be taken by the party of the SECOND PART, if changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Society or other competent Authority.
15. The party of the SECOND PART shall be bound from time to time to sign all papers and documents and to do all other things as the party of the FIRST PART may require him/her/them to do from time to time for safe guarding the interest of the party of the FIRST PART and of other purchasers of Shop / Gala / Block / Flat/ Room in the said building; failure to comply with the provisions of this clause-will render this Agreement in so facto to avoid and the earnest money paid by the party of the SECOND PART shall stand forfeited to the party of the FIRST PART.
16. The party of the SECOND PART hereby covenants to keep the Shop / Gala / Block / Flat/ Room walls and partition walls, drains pipes and appurtenances thereto belonging in good tenantable condition and in particular so as to support shelter, repair and protect the parts of the building other than his/her/their Shop / Gala / Block / Flat/ Room.

17. That the party of the **SECOND PART** shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said Shop / Gala / Block / Flat/ Room not assign, under let or part with his/her/their interest under or the benefit of his Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the party of the **FIRST PART** are fully paid and only if the party of the **SECOND PART** has not been quality of breach of or non compliance with any of the terms and conditions of this Agreement and until the party of the **SECOND PART** obtains previous consent in writing of the party of the **FIRST PART**.
  
18. The party of the **SECOND PART** shall permit the party of the **FIRST PART** and their surveyors of agents with or without workmen and others at all responsible time to enter into and upon the said Shop / Gala / Block / Flat/ Room or any part thereof to view and examine the state and condition thereof and to make good within three months of the giving of such notice all defects decays and want of repair of which notice in writing shall be given by the party of the **FIRST PART** to the party of the **SECOND PART**.
  
19. The party of the **SECOND PART** shall not use the Shop / Gala / Block / Flat/ Room or permit the same to be used for any illegal purpose whatsoever other than for the purpose for which it was sold not use the same in any manner for any purposes which may or it likely to cause nuisance or annoyance to occupiers of the other Shop / Gala / Block / Flat/ Room in the building or to the owners of the occupiers of the neighbouring properties not for any illegal or immoral purposes.
  
20. The party of the **SECOND PART** will not at any time demolish or cause to be demolished the Shop / Gala / Block / Flat/ Room agreed to be taken by him/her/them or any part thereof nor will be at any time make or cause to be made any additions or



alternations of whatsoever nature to the said Shop / Gala / Block / Flat/ Room or any party portions of whatever nature to the said Shop / Gala / Block / Flat/ Room or any part thereof The party of the SECOND PART shall not permit the closing of varandahas or lounges or make any alternations in the elevation and outside colour scheme of the Shop / Gala / Block / Flat/ Room to be acquired by him/her/them.

21. That the said building shall always be known as KRISHNAKUNJ and the name of the Co-operative Housing Society or Limited Company to be formed by the prospective owners shall bear the name KRISHNAKUNJ co-operative housing society limited and this name shall not be changed without the written permission of the party of the FIRST PART.
22. After the building is complete and ready and fit for occupation and after all the Shop / Gala / Block / Flat/ Room in the said building have been sold and disposed off by the party of the FIRST PART and after the party of the FIRST PART has received all dues payable to them under the terms of the Agreements with various Shop / Gala / Block / Flat/ Room holders, the party of the FIRST PART shall execute an Assignments in favour of the said society or Limited Company being formed by the Shop / Gala / Block / Flat/ Room owners and shall handover the share amount collected by them to the duly elected Chairman of the said society.
23. Any delay or indulgence by the party of the FIRST PART in enforcing the terms of this Agreement or any for bearance or giving of time to the party of the SECOND PART shall not be construed as a waiver on the party of the FIRST PART of any breach of or non compliance of any of the terms and conditions of this Agreement by the party of the SECOND PART nor shall the same in any manner prejudice the rights of the party of the FIRST PART.

24. All letters, receipts and/or notices issued by the party of the FIRST PART dispatched under certificate of posting to the address known to them of all party of the SECOND PART will be sufficient proof of receipt of the same by the party of the SECOND PART.
  
25. If the party of the SECOND PART, neglects, omits or fails for any reason Whatsoever to pay to the party of the FIRST PART any of the amounts due and payable by the party of the SECOND PART under the terms and conditions of the Agreement (whether before or after the delivery of possession) within the time herein specified or if the party of the SECOND PART shall in any other way fail to perform or observe any of the covenants and stipulations on his part thereto contained or referred to re enter upon and resume possession of the said Shop / Gala / Flat/ Block / Room and everything whatsoever therein and this Agreement shall case and stand terminated and the earnest money and all other amounts already paid by the party of the SECOND PART to the party of the FIRST PART shall stand absolutely forfeited to the party of the FIRST PART and the party of the SECOND PART shall have no claim for refund or repayment of the said earnest money and/or the said other amounts paid by the party of the SECOND PART and the party of the SECOND PART hereby agrees to forfeit all his/her/their right title and amounts already paid and in such event the party of the SECOND PART shall also be liable to immediate enjunctment as the trespasser. The right given by this clause to the party of the FIRST PART shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement available to the party of the FIRST PART against the party of the SECOND PART.
  
26. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited

Company as well as the costs of preparing engrossing stamping and registering all the Agreement, Conveyance Deed, Transfer Deed or any other document or documents required to be executed by the party of the FIRST PART or the party of the SECOND PART as well as the entire professional costs of the Attorneys of the party of the FIRST PART in preparing and approving all such documents shall be borne by the party of the SECOND PART or by the society or Limited Company or proportionately by all the holders of Shop / Gala / Block / Flat/ Room in the said buildings The party of the First Part shall not contribute anything towards such experience The proportionate share of such costs, charges and expenses payable by the party of the SECOND PART shall be paid by him/her/them immediately on demands.

27. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any other provisions of law applicable hereto.
28. The Party of the SECOND PART shall pay a sum of Rs. \_\_\_\_\_ /- as the costs charges and expenses of the preparation of this Agreement in duplicate.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

1. The expenses of Maintaining regarding redecorating etc. of the main structure and in particular the roof, gutters, and rain water pipes of building, water pipes, gas pipes and electric wires in under or upon the building and enjoyed or used by the party of the SECOND PART in connection with the other occupiers of

other Shop / Gala / Block / Flat/ Room and the main entrances, passages, landing and staircases if any/ of the building as enjoyed by the party of the SECOND PART or used by him in common with other Shop / Gala / Block / Flat/ Room holders and boundary walls of the building, compounds etc.

2. The costs of cleaning and lighting the passages, landings staircases and other parts of the building enjoyed or used by the party of the SECOND PART in common with other Shop / Gala / Block / Flat/ Room holders.
3. The costs of decorating the exterior of the building.
4. The costs of the salaries of clerks, bill, Collectors, Chowkidar, Sweepers etc.
5. The costs of maintenance of lights and service charges.
6. Vasai Virar City Municipal Corporation and other taxes, water charges, land revenue etc.

**SIGNED, SEALED AND DELIVERED** )  
**by the withinnamed** )  
**M/S. SHREE GANESH ENTERPRISE** )  
**by the hand of one of** )  
**its partner in the presence** )  
**of.....** )

**1)** )

**2)** )

**SIGNED, SEALED AND DELIVERED** )  
**by the withinnamed**

**MISS. JYOTSANA RAMU PATIL** )

**In the presence of.....** )

**1)** )

**2)** )

**Receipt**

RECEIVED Of and from the \_\_\_\_\_ )  
withinnamed party of the Second )  
PART the sum of Rs. 1,00,000/- )  
(Rupees one Lakhs )  
\_\_\_\_\_ ) only being the )  
amount of earnest money/ )  
full and final/money within )  
mentioned to be paid to us )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

**WE SAY RECEIVED,**

**For M/s. Shree Ganesh Enterprise**

**PROPRIETOR**

**WITNESS :**

**1**

**2**

**SCHEDULE OF THE PROPERTY**

**All that piece or parcel of Land bearing Survey No. 123, H. No. 3C, admeasuring about ..... Sq. Yards, situated at the Chandrapada, Naigaon East Taluka: Vasai, Dist : Palghar and bounded as under :**

**On or towards the East the property of .....**

**On or towards the West the Property of .....**

**On or towards the South the property of .....**

**On or towards the North the property of .....**

..16..

Naigaon

Date : \_\_\_\_\_

To,  
M/S. SHREE GANESH ENTERPRISE  
Naigaon (E)

Sub : Possession of Flat/Shop No. 301 on \_\_\_\_\_ Third Floor in  
the Building "KRISHNAKUNJ" Chandrapada, Naigaon (East).

This is to record that I have taken possession of the flat/Shop No. 301 agreed to be purchased from you vide your agreement for sale dated \_\_\_\_\_ say that I have inspected thoroughly my above referred Flat/Shop in particular and the building in general, and it is in accordance with the plans and specifications and as per the Agreement for sale, I have no grievances of whatsoever nature.

You should not be responsible for any of the defects in my Flat/Shop hereafter. I shall bear and pay every month regularly my share towards all taxes, common expenses, water charges and electric charges etc. hereafter I shall fully co-operate in forming the co-operative society for this building and shall not sale, transfer my Shop/Flat without obtaining prior permission from your side.

Thanking you,

Yours faithfully,