**A G R E E M E N T F O R S A L E**

This Agreement For Sale is made and entered into at Mumbai on this day of NOVEMBER, 2023 BETWEEN **SHRI SUBHASH SAKHARAM NAGARKAR** (Aadhaar: 2061 6699 3537; PAN: ACIPN0590Q)**,** age about 64 years, Indian Inhabitant, residing at C4/2-2, Shivneri CHS Ltd, Sector-10, Navi Mumbai, Airoli, Thane-400708, hereinafter called and referred to as **“the VENDOR/TRANSFEROR”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the **ONE PART.**

AND

**1) MR. VIKAS SUKHDEV DAUND** (Aadhaar: 5727 3008 0471; PAN: BBFPD2362H), age about 37 years, & **2) MR. GANESH SUKHDEV DAUND** (Aadhaar: 9576 5888 5941; PAN: BBFPD2363G) age about 32 years, both Indian Inhabitant, residing at 701/9A, Saidham CHS Ltd, Saiwadi, Telli Galli, Sahar Road, Andheri (E), Mumbai-400069, hereinafter jointly called and referred to as **“the PURCHASERS/TRANSFEREES”** (which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART.**

**WHEREAS** the Vendor herein, **Shri Subhash Sakharam Nagarkar,** was the Owner of and in use, occupation and possession of residential Room admeasuring about 120 Sq. Ft. in a Chawl situated at Saiwadi, Andheri (E), Mumbai-400069, for long period of time which was later covered under the SRA scheme to carry on development work on plot land bearing CTS No.438(pt), 439(pt), 453(pt),

454(pt), 458(pt), 459(pt) and 460(pt) of Village Gundavali, Taluka- Andheri East and her name was incorporated in the Annexure II of the SRA authority Sr. No.163 for eligibility of the said room in the said Chawl.

AND WHEREAS an agreement for granting permanent alternate accommodation of 225 Sq. Ft. carpet area against his original Room was signed and executed on

15/12/1994 between **1) Om Saidham Co-op Housing Society (Proposed),** therein referred to as the **“SOCIETY”** of the FIRST PART, **2) M/s Akruti Nirman Pvt. Ltd,** therein referred to as the **DEVELOPER** of SECOND PART and **3) Shri Subhash Sakharam Nagarkar and Smt. Suwarna Subhash Nagarkar (Wife)** therein referred to as the **TENANTS/OCCUPIERS** of the THIRD PART and accordingly their name was taken on record of the society formed for the said purpose.

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AND WHEREAS, after completion of rehab building, the Developers vide their possession letter No ANPL/99 on 06/02/2000 allotted and granted possession of the Flat No.105 to **Shri Subhash Sakharam Nagarkar** in Building No.11B of Om Sairam (SRA) CHS Ltd, situated at Saiwadi, N. S. Phadke Marg, Andheri (E), Mumbai–400069 and standing on plot of land bearing CTS No.452 of Village Gundavali, Taluka-Andheri East, Mumbai-400069.

AND WHEREAS the name of **Shri Subhash Sakharam Nagarkar,** the Vendor herein, was also enrolled on record of Om Sairam (SRA) Co-operative Housing Society Ltd, Reg. No.MUM/SRA/HSG/TC/10631/2001-2002, as the member in respect of Flat No.105 of the said society and thereby a Share Certificate No.80 was also issued on 01/01/2018 in his name for Ten fully paid up shares of Rs.50/- each, bearing distinctive No.791 to 800. The Vendor is also the owner and holder of a power connection of Adani Electricity Mumbai Ltd, with CA No:101795415; Meter No: LT-I(B)/SM10033067, for supply of electricity to the said flat.

AND WHEREAS now, the Vendor/Transferor herein is absolute owner of the said Flat No.105 in Building No.11B, and holds the sole membership of the said Society named Om Sairam (SRA) CHS Ltd, and has been in use, occupation and possession of the said flat for more than 10 years.

AND WHEREAS now, the Vendor/Transferor has, due to his personal family arrangements and need of financial assistance, decided to settle down at some other place and hence agreed with the Purchasers/Transferees to sell the said Flat and transfer and assign all his rights, title and interest in the said Flat together with his share and interest in capital/property of the said Society to and in favor of the Purchasers/Transferees and the Purchasers/Transferees have agreed to purchase the said Flat for a total Consideration of Rs.49,50,000/- (Rupees Forty Nine Lac Fifty Thousand Only) and on the terms and conditions contained hereunder written:

**NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:**

1. That the Vendor/Transferor shall sell, transfer and assign and the Purchasers/Transferees shall purchase and acquire Flat No.105, Building No.11B, of Om Sairam (SRA) Co-operative Housing Society Ltd, admeasuring of 225 Sq. Ft. carpet area, lying, being and situated at Saiwadi, N. S. Phadke Marg, Andheri (E), Mumbai-400069, together with all the rights, title and interest of the Vendor in the said Flat as also his share and interest in Capital/property of the said Society and said Ten shares of the society with the right of ownership and of use and occupation of the said flat for total consideration of Rs.46,50,000/- (Rupees Forty Six Lac Fifty Thousand Only).

2. That the Purchasers/Transferees has paid to the Vendor/Transferor on or before the execution of these presents, the sum of Rs.6,50,000/- (Rupees Six Lac Fifty Thousand Only) being the advance and part payment out of the total consideration money as agreed, the payment and receipt whereof the Vendor/Transferor does hereby admit and acknowledge to have received of and from the same and every part thereof does hereby forever acquit, release and discharge the Vendor/Transferor.

3. That the balance of the consideration money of Rs.40,00,000/- (Rupees Forty Eight Lac Only) shall be paid by Purchasers/Transferees to the Vendor/Transferor within a period of 3 months from the date of execution and registration of this Agreement by way of obtaining housing loan from the financial institutions/Banks, only whereupon the Vendor/Transferor shall put the Purchasers/Transferees in vacant physical possession of the said Flat.

4. That the Vendor/Transferor undertakes to hand over the vacant physical possession of the said Flat to the Transferees after registration of this agreement as agreed and immediately after receipt of payment of the balance consideration money.

5. The Vendor/Transferor does hereby covenant with the Purchasers/Transferees that the Vendor/Transferor has paid full consideration and other dues of the said Flat as also all outgoings in respect thereof up to date and that if any of such amount or amounts or any part thereof is found lawfully due and/or is in fact recovered from the Purchasers/Transferees then the same shall be reimbursed by the Vendor/Transferor to the Purchasers/Transferees and the Vendor/Transferor does hereby agree and undertake to indemnify and keep the Purchasers/Transferees indemnified for the amount as paid and all the expenses lawfully incurred by the Purchasers/Transferees in respect thereof.

6. The Vendor/Transferor does hereby further covenant with the Purchasers/Transferees that after putting the Purchasers/Transferees in vacant, physical possession of the said Flat the Purchasers/Transferees shall quietly and peacefully possess and occupy and enjoy the said flat as its owner without any let, hindrance, denial, demand, interruption or eviction from the Vendor/Transferor or any other person or persons lawfully or equitably claiming through, under or in trust for the Vendor/Transferor.

7. The Purchasers/Transferees does hereby covenant with the Vendor/Transferor that the Purchasers/Transferees shall pay all the outgoings, taxes and maintenance charges in respect of the said Flat premises from the date of handing over possession of the said premises and shall abide by the Byelaws, Rules and Regulations of the said Society, SRA and other concern authorities.

8. The Vendor/Transferor does hereby further covenant with the Purchasers/Transferees that the Vendor/Transferor shall from time to time and at all times hereinafter whenever called upon by the Purchasers/Transferees his/her advocate or attorney, do and execute or cause to be done or executed all such acts, deeds and things whatsoever for more perfectly securing the interest of the Purchasers/Transferees in the said Flat premises that any be reasonably required, but at the cost of the Purchasers/Transferees.

9. The Vendor/Transferor does hereby further covenant with the Purchasers/Transferees that the Vendor/Transferor shall from time to time co- operate with the Purchasers/Transferees do and execute or cause to be done or executed all such acts, deeds and things whatsoever for more perfectly securing the interest of the Purchasers/Transferees on the record of SRA or on the record of any other Government authority in respect the said Flat premises that May be required, but at the cost of the Purchasers/Transferees.

10. The Vendor/Transferor does hereby declare that the Vendor/Transferor has not, on or before the date mortgaged, transferred, assigned, leased or in any manner whatsoever encumbered or alienated his/her right, title, interest in or possession of the said premises to any other person, nor shall the Vendor/Transferor do so in future.

11. The Vendor/Transferor does hereby further declare that the Vendor/Transferor has full right and absolute authority to enter into this Agreement and that the Vendor/Transferor has not done or performed any act, deed, matter or thing whatsoever whereby the Vendor/Transferor may be prevented from entering into this Agreement and/or transferring the said Flat premises as purported to be done hereby or whereby the Purchasers/Transferees hereof may be obstructed, prevented or hindered in enjoying the rights conferred or transferred hereby in the Purchasers/Transferees’ favor or whereby the quiet and peaceful enjoyment or possession of the Purchasers/Transferees in respect of the said Flat may be disturbed.

12. The Purchasers/Transferees agrees to become the member of the Society and sign such papers and documents as may be necessary for being admitted as “MEMBER” of said Society and transfer of said Share in the name of Purchasers/Transferees and to abide by the rules and regulations of said Society.

13. The Vendor/Transferor shall obtain necessary sanctions of the said Society and SRA for the transfer of the said Flat and the shares of the said society to and in the name of the Purchasers/Transferees and also undertake to handover all the original documents of the said flat along with signed papers, letters etc. to effect the necessary transfer of the membership of the said society to and in

the name of Purchasers/Transferees on the record of the said Society.

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14. That on and after receipt of full and final payment of the consideration by the Vendor/Transferor from the Purchasers/Transferees this Agreement for Sale shall be treated as Sale Deed and no fresh Deed of Sale is required to be executed by and between the parties to convey the said flat.

15. All out of pocket expenses of and incidental to this Indenture including the Stamp Duty and Registration Charges shall be borne and paid by the Purchasers/Transferees alone. The transfer fee/Premium payable to the said Society shall be borne and paid by the Vendor/Transferor and the Purchasers/Transferees equally.

**S C H E D U L E A B O V E R E F E R R E D T O**

Flat No.105 admeasuring 225 Sq. Ft. (20.90 Sq. Mts.) carpet area on the First Floor of the Building No.11B having Ground +7 storey structure with lift belonging to Om Sairam (SRA) Co-operative Housing Society Ltd, situated at Saiwadi, N. S. Phadke Marg, Andheri (East), Mumbai-400069 registered under Reg. No.MUM/SRA/HSG/TC/10631/2001-2002, together with Ten fully paid up shares of Rupees Fifty each bearing distinctive No.791 to 800 under Share Certificate No.80 of the Society standing on the Plot of Land bearing CTS No.452 of Village Gundavali, Taluka- Andheri East in the Registration District and Sub-district of Mumbai City and Mumbai Suburban.

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

SIGNED SEALED AND DELIVERED By the within named Vendor/Transferor

**SHRI SUBHASH SAKHARAM NAGARKAR**

(Aadhaar: 2061 6699 3537) (PAN: ACIPN0590Q)

In the presence of ………

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SIGNED SEALED AND DELIVERED

By the within named Purchasers/Transferees

**1) MR. VIKAS SUKHDEV DAUND**

(Aadhaar: 5727 3008 0471) (PAN: BBFPD2362H)

**2) MR. GANESH SUKHDEV DAUND**

(Aadhaar: 9576 5888 5941) (PAN: BBFPD2363G)

In the presence of……….

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**R E C E I P T**

Acknowledges to have Received of and from the within named Purchasers/Transferees **1) MR. VIKAS SUKHDEV DAUND & 2) MR. GANESH SUKHDEV DAUND** a sum of **Rs.6,50,000/- (Rupees Six Lac Fifty Thousand Only)** being the advance and part payment out of the total consideration money as per the terms and conditions of this Agreement in the

following manner:

| **Date** | **Mode of****Payment** | **Bank Name, Branch; Transaction Details** | **Amount in****Rupees** |
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|  |  |  |  |
| **Total Amount**: Rs.6,50,000/- |

I SAY RECEIVED Rs.6,50,000/-

WITNESSES:

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**SHRI SUBHASH SAKHARAM NAGARKAR**

(Vendor/Transferor)

**A G R E E M E N T F O R S A L E**

DATED \_

DAY OF NOVEMBER, 2023.

B E T W E E N

**SHRI SUBHASH SAKHARAM NAGARKAR**

Vendor/Transferor

A N D

**1) MR. VIKAS SUKHDEV DAUND**

**2) MR. GANESH SUKHDEV DAUND**

Purchasers/Transferees

Flat No.105, Building No.11B, Om Sairam (SRA) CHS Ltd, Saiwadi, N. S. Phadke Marg, Andheri (E), Mumbai-400069