

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai, on day of December, 2023,

BETWEEN

MR. SHYAM BANDU SURVE, aged 55 years, Indian Inhabitant, Aadhar No. 9816 2865 2503, PAN No. BYSPS3719P, residing at-Room No.307, 3rd Floor, Sadguru Co-Op Housing Society, Building No.2, Pratiksha Nagar, Sion-Koliwada, Mumbai-400022, hereinafter called as the "**VENDOR**", (Which expression shall mean and include his heirs, executors, administrators and assignee) of the **ONE PART**;

AND

1. MRS. VAISHALI MAHESH SORATE, aged 28 years, Aadhar No. 5443 7081 5635, PAN No. CFHPP9290K and

2. MR. MAHESH RAGHUNATH SORATE, aged 33 years, Aadhar No. 3761 9276 7668, PAN No. DJOPS4621B,

both are Indian Inhabitants, R/o. Room No. 618, Panchshil Nagar No.2, Pipe Line Vasahat, Pratiksha Nagar, Sion Koliwada, Mumbai-400022, hereinafter called as "**PURCHASERS**", (Which expression shall mean and include their heirs, executors, administrators and assignee) of the **OTHER PART**;

WHEREAS the Vendor is owner, in exclusive possession, occupation and use of the residential premises viz. **Room/Tenement/Flat No. 307, 3rd Floor, Sadguru Co-Op Housing Society, Building No.2, Pratiksha Nagar, Sion-Koliwada, Mumbai-400022**, adm. Area **225** Sq Ft. Carpet (Hereinafter referred to as "**the Said Flat**"), having C S No. 4/56, within the jurisdiction of Salt Pan Division for Registration and more particularly described in the schedule written herein below.

AND WHEREAS:-

(a) The Vendor is member of Sadguru Co-Op Housing Society Ltd., registered under Co-Op Housing Society Act, 1960, vide



their office at-Building No.2, Pratiksha Nagar, Mhada Colony, Near Mala Garden, Sion Koliwada, Mumbai-400022

- (b) The Vendor is holding 10 shares of Rs. Fifty Each, vide distinctive no. **0291** to **0300**, Share Certificate No. **030** in respect of said Room/Tenement/Flat. Its Electricity Bill meter Installation stands in the name of Vendor.
- (c) The Vendor is possessed it's all relevant documents such as Share Certificate, Maintenance Receipt, Electricity Bill etc. in respect of said Room/Tenement/Flat.
- (d) The Purchasers being desirous of, approached the Vendor and offered to purchase and acquire from the Vendor, said Room/Tenement/Flat.
- (e) Pursuant to discussions and negotiations, an agreement is arrived at between the Parties, whereby the Vendor has agreed to sell, transfer, convey and assign to the Purchasers, and the Purchasers have agreed to purchase and acquire from the Vendor above referred Room/Tenement/Flat, along with the all his rights, inclusive of all rights such as ownership, easement and possessory rights alongwith, shares, title, interest and other benefits therein and membership of the society in respect of Said Room/Tenement/Flat for the total agreed consideration of **Rs. 55,50,000/- (Rupees. Fifty Five Lakh Fifty Thousand Only)** ("**Consideration**"), inclusive of **TDS @ 1% and** on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Parties hereto state that the above recitals form an integral part of this Agreement for Sale and the same shall be incorporated herein specifically.



2. The Vendor is in possession of all original documents such as Agreement for Sale with its all annexure and possession letter, maintenance receipt, Electricity receipt etc.

3. In pursuance of this Agreement, the Purchasers agreed to pay to the Vendor the total lump sum sale consideration of **Rs. 55,50,000/- (Rupees. Fifty Five Lakh Fifty Thousand Only)** inclusive of **TDS @ 1 %**. The **TDS** Amount shall be deducted and paid to Income tax Department by the PURCHASERS and the PURCHASERS shall handover TDS certificate to the VENDOR. The said payment is agreed to be made by Purchasers to the Vendor as under:-

(a) Rs.5,94,500/-	Paid by cheque bearing No.020841, drawn on Union Bank Of India, BKC, Branch, Mumbai, dated- 08/12/2023 issued in favour of - Vendor as token earnest amount from the account of MRS. VAISHALI MAHESH SORATE .
(b) Rs.49,00,00/-	Shall be paid by obtaining Housing Loan from any Nationalized bank or Co-Op bank or any Financer or Individual with 45 days from the date of execution and Registration of this Agreement.
(c) Rs. 55,500/-	Shall be paid to Income Tax Dept. as TDS @ 1 %

The receipt of which the Vendor doth hereby admits and acknowledged at the end of this agreement.

4. The Purchasers hereby undertake that they will pay balance consideration amount of Rs.49,00,000/- (Rupees. Forty Nine Lakh Only) by obtaining Housing loan from any Nationalized bank or Co-Op bank or any Financer or Individual within 45 days from the



can be extended upto 10 day by mutual understanding, if the Purchasers fails due to any reason, then the Vendor has right to terminate this agreement subject to forfeiting token amount and deduction of expenses incurred till date.

3. The Vendor shall hand over the original copy of Agreement For Sale, possession letter and other documents to the Purchasers on the execution and registration of this Agreement, or their banker or financial Institution, in case the Purchasers avails a housing loan, and the Vendor shall execute Agreement for Sale & other document & requisite letters, give undertaking etc. as may be reasonably required for the sale and transfer of the said Premises herein contemplated in favour of the Purchasers without any claim and further demand of whatsoever nature.

4. The Vendors shall clear all his outstanding dues such loan amount, societies outstanding dues, electricity dues and obtained NOC from Bank, concern builder/ developer and/or concerned society.

1) **The Vendor hereby declare that:**

- a) He has not entered into any agreement with any other person in respect of the said Room/Tenement/Flat in any manner.
- b) He has not sold, transferred and/or assigned their right, title & interest in respect of the above said Room/Tenement/Flat to any person/ persons.
- c) He has not mortgaged, alienated or charged with the above said Room/Tenement/Flat with any person/persons or with any Bank, Financial

- Institutions or Company and the same are free from all encumbrances.
- d) Except him (Vendor) no other person or persons has or have any right, title and interest in the above said Premises.
 - e) He is not prohibited either under the Income Tax Act, Gift Tax Act, Wealth Tax Act, Goods and Service Tax (GST), and/or any other statute from transferring, disposing off the said Room/ Tenement/ Flat.
 - f) On execution of this agreement against receipt of Full and final agreed consideration amount by the Vendor, the Vendor shall not demand any amount further and shall co-operate with the Purchasers without any demand or expectation and when require his physical presence or signature etc.
- 2) The Vendor doth hereby covenant with the Purchasers that they are the absolute owner and allottees of said Room/Tenement/Flat and no other person or persons has or have any right, title, interest and claim or demand of any nature whatsoever in or upon the said Room/ Tenement/Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses, easement or otherwise whatsoever and they are having good right, full power and absolute authority to sale and transfer the same to the Purchasers.
- 3) The Vendor doth hereby covenant with the Purchasers that he has not created any charge or encumbrance of

subject matter of any litigation or stay order nor the same is the subject matter of any attachment whatsoever (whether before or after judgment) or any prohibitory order and he has not created any adverse right whatsoever in favour of anyone in respect of the same or any of them.

- 4) The Vendor hereby covenant with the Purchasers that they and/or their agent, attorney shall if called upon by the Purchasers or their Advocate or Solicitor to execute & perform or cause to be done and executed and performed all such, further acts, deeds, things & writings whatsoever for more perfectly conveying the said Room/ Tenement/ Flat unto and to the use of Purchasers as shall or may be reasonably required at the costs, charges and expenses of the Purchasers.
- 5) The Vendor hereby declare and confirm that he is not selling, transferring and/or assigning his said Room/Tenement/Flat to defeat consequences of any legal proceedings/due process of law or avoiding any liability of any nature whatsoever legitimately due and payable by him to any Government/Semi Government Authorities including Income Tax Authority etc. and the Vendor hereby irrevocably agree and undertake to indemnify and keep indemnified the Purchasers for any action that may be taken by the Income Tax Authority under the Provisions of Section 281 of I. T. Act or any other provision or any other Govt. Authority or Court.
- 6) The Vendor further undertake to fulfil all such statutory obligations and legal liabilities as are required under The



of Construction, Sale, Management and Transfer) Act, 1963, Transfer of Property Act, 1882, The Maharashtra Co-operative Societies Act, 1960, Income Tax Act, 1961 and or any other Act in force which pertained to the sale, transfer of the said Room/Tenement/Flat.

- 7) The Vendor undertake to pay the outstanding of Electricity Bill, Maintenance Charges and all the charges till the date of handing over of Physical Possession and thereafter the Purchasers undertake that they will regularly pay to the society or committee their contribution with effect from the date of taking over the actual physical possession, towards property taxes, maintenance charges as per the society resolution or as may be decided by the society from time to time, payable in respect of the said Room/Tenement/Flat. The Purchasers further confirm & undertake that they will follow the rules, regulations, and bye-laws of the society.
- 8) The Vendor covenant that in the event of any person or persons making any claim, demand, suit, charge or other legal proceeding, claimed or made by any person's attorney, agent, company or nominee claiming either lawfully and/or equitably against the sale, transfer & assignment of the said Room/Tenement/Flat by them in the name of Purchasers then and in such event they will indemnify and keep indemnified and harmless the said Purchasers against such claim, demand, charge or charges that may be faced by the said Purchasers.

- 9) Any notice to be served by any of party hereto on the other shall be deemed to be duly served if delivered to or sent by registered post with acknowledgement due at the addresses mentioned of the parties' hereinabove.
- 10) All disputes, differences, and questions of any nature which at any time arise between the Parties to this Agreement For Sale or their respective representatives and assigns or any of them out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties, or liabilities under it of the Parties to it respectively or their respective representatives shall be subject to the jurisdiction of the Courts at Mumbai.
- 11) The transfer fees of Electric Meter (BEST), & Municipal Property Tax from the name of Vendor to the name of Purchasers shall be paid by Purchasers and if any previous outstanding in account transfer fees was not paid to the concerned authority, then same shall be paid by Vendor on its demand.
- 12) The transfer fees to the Society, if any, towards the transfer of said Room/Tenement/Flat in its record from the Vendor to the Purchasers, shall be paid by the Vendor & purchaser equally.
- 13) The stamp duty & registration charges and GST, if any, payable for the completion of the sale, transfer under this Agreement For Sale and all documents made pursuant hereto shall be borne and paid by the Purchasers alone and

- 14) The Vendor shall handover physical vacant possession of said Room/Tenement/Flat on receipt of full and final agreed consideration from the Purchasers and/or their banker or financial Institution, without any hindrances or obstacles.
- 15) The aforesaid agreed terms and conditions are binding on both parties and their heirs.

THE SCHEDULE OF THE PROPERTY

That the piece and parcel of immovable property of **Room/Tenement/Flat No. 307, 3rd Floor, Sadguru Co-Op Housing Society, Building No.2, Mhada Colony, Near Mala Garden, Pratiksha Nagar**, having adm. Area **225** Sq. Ft. Carpet, along **with one lift**, Constructed in the **year 2000, Ground + Seven Floor Building**, situated and lying on the **plot No.2**, at **Sion-Koliwada, Mumbai-400 022** within jurisdiction of sub registrar of Mumbai City of **Salt Pan** Division for Registration and **F/North** Ward of Municipal Corporation of Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to these present the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED BY THE
WITHIN NAMED, "**VENDOR**"
SHYAM BANDU SURVE

In the presence of.....

SIGNED AND DELIVERED BY THE
WITHIN NAMED, **"PURCHASERS"**

1. MRS. VAISHALI MAHESH SORATE

2. MAHESH RAGHUNATH SORAT

in the presence of.....

1.

2.



RECEIPT

RECEIVED of and from within named, **PURCHASERS** sum of **Rs.5,94,500/- (Rupees. Five Lakh Eighty Four Thousand Five Hundred Only)** by Cheque/ RTGS/Pay Order/ D D/Online Transfer, hereinabove, as and by way of Part consideration amount as mentioned herein below.

(a) Rs.50,000/-	Paid by cash/cheque bearing No._____, drawn on Union Bank Of India, BKC, Branch, Mumbai, dated-_____ issued in favour of - Vendor as token earnest amount from the account of MRS. VAISHALI MAHESH SORATE.
(b) Rs.5,44,500/-	Paid by cheque bearing No.020841, drawn on Union Bank Of India, BKC, Branch, Mumbai, dated-08/12/2023 issued in favour of - Vendor as token earnest amount from the account of MRS. VAISHALI MAHESH SORATE.

Witness:-

1.

2.

I SAY RECEIVED
Rs.5,94,500/-

[SHYAM BANDU SURVE]
VENDOR





CHALLAN
MTR Form Number-6



GRN	MH012374002202324E	BARCODE			Date	14/12/2023-11:58:36	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)							
				PAN No.(If Applicable)	DJOPS4621B						
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2			Full Name	MAHESH RAGHUNATH SORATE						
Location	MUMBAI										
Year	2023-2024 One Time			Flat/Block No.	Flat No 307 3rd floor Bldg No 2 Pratiksha Nagar						
Account Head Details			Amount In Rs.	Premises/Building	Sadguru CHS Ltd Pratiksha Nagar						
0030045501	Stamp Duty		333000.00	Road/Street	Mhada Colony Sion East						
0030063301	Registration Fee		30000.00	Area/Locality	Mumbai						
				Town/City/District							
				PIN		4	0	0	0	2	2
				Remarks (If Any)	PAN2=BYSPS3719P~SecondPartyName=SHYAM BANDU SURVE~						
				Amount In	Three Lakh Sixty Three Thousand Rupees Only						
Total			3,63,000.00	Words							
Payment Details	UNION BANK OF INDIA			FOR USE IN RECEIVING BANK							
Cheque/DD Details				Bank CIN	Ref. No.	02901792023121444893	521644205				
Cheque/DD No.				Bank Date	RBI Date	14/12/2023-12:00:29	Not Verified with RBI				
Name of Bank				Bank-Branch	UNION BANK OF INDIA						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

Mobile No. : 9821369660

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

