

AGREEMENT FOR SALE

Zone No. 1/9 Kalyan BUILDING G + 7

FLAT AREA 577 Sq.ft (Carpet) i.e. 790 Sq.ft.(Saleable)

ACTUAL VALUE RS. 70,00,000/-

THIS ARTICLE OF AGREEMENT is made at
KALYAN on this ____ th day of _____ 2024.

BETWEEN

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MR. SHAILESH SURESH RAWOOL, age 48 years, (Pan- AGZPR5753J, Aadhaar No. 402086325532), Residing at 602, SARVODAY GARDEN BLDG. NO.3, 4, 5, 6 Co-Op. Hsg. Society Ltd., Building No. 5, Nr.Bhanu Sagar Cinema, Kalyan(W), Dist. Thane hereinafter called and referred to as 'TRANSFEROR' (Which expression shall unless it be repugnant to the context, or meaning thereof mean and include his heirs, survivors, executors, administrators, and assigns) PARTY OF THE FIRST PART.

AND

1)MR. MILAN KUMAR KUSHWAHA, age 48 years, (Pan-ADYPK1446R, Aadhaar No. 627981460497), & **2)MRS. POONAM MILAN KUSHWAHA**, age 40 years, (Pan-ANCPK4735H, Aadhaar No. 611656162899), both are residing at C-27, Rajesh Apartment, Opp. Sai Baba Mandir, Pune link road, Katemanivali, Kalyan (E), Tal. Kalyan, Dist. Thane, hereinafter called as 'TRANSFEREES' (which expression shall, unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, successors, survivors, administrators and assigns) PARTY OF THE SECOND PART.

WHEREAS the TRANSFEROR own and possesse and or otherwise well and sufficiently entitled to Flat No. **602**, on **Sixth** Floor, area admeasuring about **790** Sq. Ft. (Built up) (**577** Sq. Ft. Carpet) area in the Building No. **VI**, the building known as **SARVODAY GARDEN BLDG. NO.3,4,5,6** Co.Op.Hsg. Society Ltd., Kalyan and more particularly described in the Schedule, attached hereunto hereinafter referred to as the said premises.

AND WHEREAS the TRANSFEROR has purchased the aforesaid flat from M/s Shree Sai Developers by and under an agreement for sale dated 24/08/2007 & the said agreement is registered at the office of the Joint Sub Registrar Kalyan-4 at Sr. No. 4636 dated 24/08/2007.

AND WHEREAS in pursuance to the said Agreement, the TRANSFEROR has paid the full price / consideration as mentioned in the said Agreement to M/s Shree Sai Developers and has taken the actual and physical possession of the said premises on Ownership basis and started enjoying the same as full and absolute owner thereof.

AND WHEREAS the Transferor is member of the SARVODAY GARDEN BLDG. NO.3, 4, 5 & 6 Co.Operative Housing Society formed by the Flat owners of the said building & which is registered under the Maharashtra Co-op Societies Act 1960, under No. TNA/KLN/HSG/(TC)/19883/2008-2009 & the said Transferors also holds Share Certificate No. 144 comprising of Share Nos. 716 to 720 of Rs. 50/- each as the bonafide member of the said Sarvoday Garden No. 3, 4, 5 & 6 Co-Operative Housing Society Ltd.

AND WHEREAS the TRANSFEROR at his own sweet will decided to sell the aforesaid Flat on Ownership Basis. And whereas the TRANSFEREES being in need of suitable accomodation came to know of the same, approached the TRANSFEROR and offered to purchase the said Flat alongwith the occupancy rights in respect of the said flat in the said Sarvoday Garden No. 3, 4, 5 & 6 Co-Operative Housing Society Ltd., Nr. Bhanu Sagar Cinema, Kalyan (w), Dist. Thane,

alongwith the membership benefits shares & others rights title, interest in the said society, for the lumpsum price of Rs. **70,00,000/-** (Rupees Seventy 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 TRANSFEROR AND TRANSFEREES. The Transferees has paid Rs.**30,00,000/-** (Rupees Thirty Lakhs Only) to the Transferor as part consideration in the following manner :

- Rs. 20,00,000/- Paid by Ch. No.472279 dated 16/01/2024 drawn on Axis Bank, Kalyan Branch.
- Rs. 5,00,000/- Paid by Ch. No.472280 dated 03/02/2024 drawn on Axis Bank, Kalyan Branch.
- Rs. 4,30,000/- Paid by Ch. No.050027 dated 03/02/2024 drawn on ICICI Bank, Kalyan Branch.
- Rs. 70,000/- Paid TDS through Challan No _____, vide Acknowledgement Number _____ on dated __/02/2024.

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Rs. 30,00,000/- (Rupees Thirty Lakhs Only)

The receipt and payment whereof the Transferor both hereby admit and acknowledge and from the same and every part thereof doth hereby acquit, release and discharge the Transferees forever.

The TRANSFEREES are going to apply for loan to any Bank or any Financial Institution in order to pay the balance consideration amount Rs.**40,00,000/-** (Rupees Forty Lakhs Only) and the TRANSFEROR shall furnish & provide all the necessary

papers and documents as may be demanded by the any Bank or any Financial Institution. The TRANSFEROR has shown all the documents of title to the TRANSFEREES and after the TRANSFEREES has satisfy themselves as regards the title of the flat owner to the flat they have agreed to enter in to this agreement.

Possession of said premises / flat will be handed over by the Transferor to the Transferees on receiving the full consideration amount of Rs.70,00,000/- (Rupees Seventy Lakhs Only) as mentioned above.

The Transferor has taken loan from _____ Bank for purchase of the said Flat and he has kept mortgaged the said flat with the _____ Bank. The said loan is yet not completely repaid. The Transferor will be liable for the balance repayment of the said loan. The transferor shall obtain NOC from the _____ Bank as may be demanded by the Transferee's Bank or financial institution. The Transferees will obtain a cheque from his Bank or financial Institution in the name of _____ Bank for repayment of Transferor's loan and balance will be paid in the name of Transferor.

If the Transferees fail to pay the balance amount of Rs.40,00,000/- (Rupees Fourty Lakhs Only) as mentioned hereinbefore within 45 working days from the date of registration of this Agreement, the Transferor is at liberty to rescind this Agreement giving fifteen days notice (as a grace period) in writing to the Transferees about their intention to do so, and this Agreement will then be null and void. In the event of such termination of this Agreement under this clause the Transferor shall refund within one month to the Transferees the part payment received by them

without any interest whatsoever. and if the Transferor has fail to provided any document requiried by the Transferees bank for loan prossess the said period will be not in considered by the both parties.

In the event of termination of this Agreement the expenses for the cancellation of the registration of this agreement shall be entirely borne by the Transferee only.

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

The recitals as above shall form part of the terms mutually agreed by the parties hereto.

1. The TRANSFEROR hereby agree and assure to sell and assign and the Transferees hereby agree and assure to purchase and acquire the right title and interest in and upon the said premises being Flat No.**602** on **Sixth** Floor, area admeasuring about **790** Sq.ft.(Saleable) (**577** Sq.Ft. Carpet) area in the Building No. **VI**, the building known as **Sarvoday Garden Bldg. No. 3, 4, 5 & 6** Co. Op. Hsg. Society Ltd, alongwith the right title and interest in and upon the said premises at and for a lumpsum price of Rs.**70,00,000/-** (Rupees Seventy Lakhs Only). The said flat is more particularly described in the Schedule hereunder written (hereinafter referred to as 'THE SAID PREMISES' for the sake of brevity).

2. It is agreed between the Parties that within 30 days from the full and final payment, the parties will make necessary applications as contemplated in the Society's Bye Laws No. 19(1) and will fill in the SCHEDULE II Transfer Form as required by the said Bye Laws. The TRANSFEROR will also give the

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necessary resignation of the membership etc., in order to effectuate the legal transfer of the said premises, in favour of the TRANSFEREES and obtain the transfer of the said flat and also the Share Certificate in the name of the TRANSFEREES & will put the TRANSFEREES in physical possession of the said premises.

3. The Transferees hereby agree that on becoming a member of the co-operative Housing Society formed by the Flat purchasers of the said building will abide by all and single rules, bye-laws, regulations adopted by the society or which the society may adopt from time to time.

4. The TRANSFEROR further declares that he has full right and absolute authority to enter into this Agreement and that he has not done or performed or caused to be done or suffered any act, matter, thing whatsoever whereby he may be prevented from entering into this agreement or transferring the said premises, as purported to be done or whereby the Transferees hereto may be obstructed, prevented or hindered in enjoying the right title and interest to be conferred or transferred hereby in their favour whereby quiet and peaceful possession due to any such reasons, the Transferor shall within the limits of the price / consideration herein referred and received be liable to compensate, indemnify and/or reimburse the transferees any loss sustained or suffered by them in this behalf.

5. SARVODAY GARDEN BLDG. NO.3,4,5 & 6 Co.Operative Housing Society Limited has agree to give No Objection Certificate only to give legal and perfect title in respect of the said premises being transferred by and under this

agreement and in no way, the Society and/ or any of the members of the Society is/are involved / related with the monetary claim / price as mentioned hereinabove.

6. Up to the date of delivery of vacant possession of the said Flat to the Transferees, the Transferor alone shall bear and pay all the Municipal Taxes, Maintenance Charges, N.A. taxes, rates, taxes, assessment, levies, fees, & Electricity Bills and all outgoing etc., in respect of the said Flat.

7. The Transferor hereby agree and declare that there is no suit or litigation pending in any court of law in respect of the said Flat and also confirm that the said flat is not attached by any court in India and no injunction restraining the Transferor from transferring the said flat.

8. The Transferor both hereby Covenant state & declare that the said flat is not attached by the Income Tax Authorities for payment of their dues and the Transferor Indemnify and shall keep Indemnified the purchasers in respect of dues if any payable to the Local and /or Public bodies and /or Central or State Govt. in respect of the said flat.

9. On completion of the transaction, the Transferees as absolute owners are entitled to occupy hold and enjoy the said premises peaceful & quietly and without any interruption from the Transferor or any person or persons claiming under or in respect of the Transferor or otherwise claiming title to the said flat.

10. The Transferees are bound to get the said premises legally transferred in their own favour after observing all the necessary procedures and to get all deeds, documents, applications etc., for the said purposes.

11. It is mutually agreed by and between the parties that the aforesaid price/consideration includes other deposits paid by the Transferor to the Society and it also includes any security deposit / sinking fund standing in the name of the Transferor and cost of Electric meter of Cons. No. 020025014716. The Transferees agree to get transfer the said electrical installation in their name.

12. The Transferees hereby agree and assures to undertake the expenses of this agreement, as well as other Agreements, applications, deeds, conveyances, Stamp Duty, registration fee, legal charges whatsoever that may be necessary for legal transfer of right, title and interest of the said premises. However the Transferor and Transferees will pay & bear Transfer fee & premium of the society equally.

13. This Agreement is made subject to provisions of the Maharashtra Ownership Flat (Regulation of the promotion, construction, Sale Management & Transfer) Act, 1963 and under the provision of the Maharashtra Co-Op. Societies Act 1960 as already accepted by the society.

THE SCHEDULE ABOVE REFERRED TO

Flat No. **602** on Sixth Floor, admeasuring about **790** Sq. Ft. (Saleable) (**577** Sq. Ft. Carpet) area in the Building No. **VI**, the building known as **SARVODAY GARDEN Bldg. No. 3,4,5 & 6** Co-Operative Housing Society Ltd., Kalyan situated at Village Kalyan, and assessed by KDMC by Property No. C04013387600/602 Flat No.602 on the piece and parcel of land bearing Survey No.243 Hissa No.Part, City Survey No. 3388 situated at Village Kalyan, Taluka Kalyan, Dist. Thane

within the limits of the Municipal Corporation of Kalyan Taluka and Registration Sub-District Kalyan, Registration District Thane within the Revenue District of Thane.

IN WITNESS WHEREOF THE PARTIES HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPEC-
TIVE HANDS ON THE DAY AND THE YEAR FIRST
HEREINABOVE WRITTEN.

Signed and delivered by the
within named Transferor.

**MR. SHAILESH SURESH
RAWOOL**

(TRANSFEROR)

Signed and delivered by the
within named Transferees

**1)MR. MILAN KUMAR
KUSHWAHA
2)MRS. POONAM MILAN
KUSHWAHA**

(TRANSFEREES)

WITNESS

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