**AGREEMENT FOR SALE**

This Agreement for Sale is made at Kalyan

On this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_,2024

**BETWEEN**

**1. MR. ANKIT SURESH WADHWA**, (PAN NO. ABPPW6220J), Age. 35 years. Occ. Business, **2. MR. ASHISH SURESH WADHWA**, (PAN NO. ABPPW7795L, Age. 33 years. Occ. Business, and **3. MRS. LATA SURESH WADHWA**, (PAN NO. AAHPW2971P), Age. 57 years Occ. Housewife, all R/at Shivaansh Palace, Survey no. 10/1, Near Wadhwa Heights, Godrej Hill, Behind Shankar Mandir, Barave Goan, Kalyan (W) 421301., hereinafter for the sake of brevity called and referred to as "**VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART.

**AND**

**MR. LAXMAN DHARAMSHI PATEL**, (PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), Age. \_\_\_\_\_\_\_\_\_\_\_ years, Occ. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, R/at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called and referred to as "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS by and under Development Agreement dated 09.11.2004, registered in the office of sub-Registrar of Assurances, Kalyan at serial no. 7004/2004, M/s. Ankit Developers, a partnership firm, through its partners acquired development rights from Shri Shantaram Ganpat Dhone and others in respect of the land bearing Survey no. 13, Hissa no. 16, adm. 6677.32 sq. mtrs., lying and being situated at Revenue Village Barave, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation on terms, condition and consideration mentioned therein( for short “said property”).

AND WHEREAS M/s. Ankit Developers by obtaining building permissions and getting plans approved and sanctioned from Kalyan Dombivali Municipal Corporation from time to time, carried out and completed multi-storied building on the said property known as “Shiv Valley”.

AND WHEREAS Kalyan Dombivali Municipal Corporation has issued part completion certificate/Occupation certificate on 17.10.2007 and full and final completion certificate on 23.07.2009 vide reference no. KDMC/CC/KV/260.

AND WHEREAS the pre-decessor in title of the Party of the First Part namely, Shri Suresh Lakhomal Wadhwa was one of the partner of M/s. Ankit Developers.

AND WHEREAS at the request of Shri Suresh Lakhomal Wadhwa, one of the partner of M/s. Ankit Developers, vide Deed of Confirmation dated 27.06.2012, M/s. Ankit Developers have allotted Flats in the building known as Shiv valley towards his profit sharing ratio, the details whereof is given in the said Deed of Confirmation.

AND WHEREAS the Flat purchaser/Occupiers have formed a housing society in the name and style as ‘SHIV VALLEY BUILDING NO. 2 CO-OPERATIVE HOUSING SOCIETY LIMITED” under the provisions of Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder bearing registration no. TNA/KLN/HSG/(TC)/25465/2013-14 dated 23.08.2013.

AND WHEREAS Shiv Valley Building no. 2 Co-operative Housing Society limited has admitted Shri Suresh Lakhomal Wadhwa as members of the society, having membership registration no. 41 and issued following share certificates. The details are as under:

1. Share certificate no. 12 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 111 to 120 (both inclusive) in respect of flat no. B- 2/ 1101, 11th Floor, adm. 81.68 sq.mtrs (built –up) along with stilt parking no. 01.
2. Share certificate no. 13 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 121 to 130 (both inclusive) in respect of flat no. B- 2/ 1102, 11th Floor, adm. 73.39 sq.mtrs (built –up) along with stilt parking no. 02.
3. Share certificate no. 14 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 131 to 140 (both inclusive) in respect of flat no. B- 2/ 1103, 11th Floor adm. 71.47 sq.mtrs. (built-up) along with stilt parking no. 03.
4. Share certificate no. 15 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 141 to 150 (both inclusive) in respect of flat no. B- 2/ 1104, 11th Floor, adm. 75.83 sq.mtrs. (built-up) along with stilt parking no. 04.
5. Share certificate no. 16 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 151 to 160 (both inclusive) in respect of flat no. B- 2/ 1201, 12th Floor, adm. 81.68 sq.mtrs. (built-up).
6. Share certificate no. 17 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 161 to 170 (both inclusive) in respect of flat no. B- 2/ 1202, 12th Floor adm. 73.39 sq.mtrs. (built-up).
7. Share certificate no. 18 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 171 to 180 (both inclusive) in respect of flat no. B- 2/ 1203, 12th Floor, adm. 71.47 sq.mtrs. (built-up).
8. Share certificate no. 19 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 181 to 190 (both inclusive) in respect of flat no. B- 2/ 1204, 12th Floor, adm. 75.83 sq.mtrs. (built-up).

(hereinafter for the sake of brevity all the above mentioned Flats are called as “said flats”)

AND WHEREAS Kalyan Dombivali Municipal Corporation, has assessed the said Flats more specifically Flat no. B-2/1101 to 1104 for purpose of levying property tax in the name of Suresh Lakhomal Wadhwa bearing computerized property no. B05014239800.

AND WHEREAS Kalyan Dombivali Municipal Corporation, has assessed the said Flats more specifically Flat no. B-2/1201 to 1204 for purpose of levying property tax in the name of Ankit Suresh Wadhwa bearing computerized property no. B05014239800.

AND WHEREAS Suresh Lakhomal Wadhwa died intestate on 19.01.2019 leaving behind him, the Vendors as his only heirs/legal representatives.

AND WHEREAS the stilt parking no.1, 2,3 and 4 are assessed in the name of the Suresh Lakhomal Wadhwa bearing computerized property no. B05014239800.

AND WHEREAS the Vendors herein have applied for obtaining heirship certificate vide MA no. 31/2022 in the Court of Civil Judge (J.D.) Kalyan at Kalyan to be recognized as legal heirs of deceased Suresh Lakhomal Wadhwa.

AND WHEREAS after complying with all the formalities, the Court of Civil Judge (J.D.) Kalyan at Kalyan was pleased to pass an order dated 21.12.2023, thereby recognized the Vendors herein as the legal heirs of deceased Suresh Lakhomal Wadhwa.

AND WHEREAS the Vendors being only the legal heirs of deceased Suresh Lakhomal Wadhwa have acquired the aforesaid Flats by virtue of Hindu Succession Act, 1956 and thus the Vendors are absolutely seized and possessed off otherwise well and sufficiently entitled to all those residential Flats bearing no. Flat no. B- 2/ 1101, 11th Floor, adm. 81.68 sq.mtrs (built-up) along with stilt parking., Share certificate no. 12 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 111 to 120 (both inclusive), Flat no. B- 2/ 1102, 11th Floor, adm. 73.39 sq. mtrs (built-up) along with stilt parking., Share certificate no. 13 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 121 to 130 (both inclusive), Flat no. B- 2/ 1103, 11th Floor, adm. 71.47 sq.mtrs (built-up) along with stilt parking., Share certificate no. 14 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 131 to 140 (both inclusive), Flat no. B- 2/ 1104, 11th Floor, adm. 75.83 sq.mtrs (built-up) along with stilt parking., Share certificate no. 15 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 141 to 150 (both inclusive), Flat no. B- 2/ 1201, 12th Floor, adm. 81.68 sq.mtrs (built-up)., Share certificate no. 16 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 151 to 160 (both inclusive), Flat no. B- 2/ 1202, 12th Floor, adm. 73.39 sq. mtrs (built-up)., Share certificate no. 17 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 161 to 170 (both inclusive), Flat no. B- 2/ 1203, 12th Floor, adm. 71.47 sq. mtrs (built-up)., Share certificate no. 18 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 171 to 180 (both inclusive) and Flat no. B- 2/ 1204, 12th Floor, adm. 75.83 sq.mtrs (built-up) ., Share certificate no. 19 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 181 to 190 (both inclusive), membership registration certificate no. 41, bearing computerized property no. B05014239800 in building known as Shiv Valley Building no. 2 Co-operative Housing Society Limited, having consumer no. 020261257280 and meter no. 05314812958 constructed on Survey no. 13, Hissa no. 16, lying and being situated at Revenue Village Barave, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation. (hereinafter for the sake of brevity called and referred to as “said Flats”).

AND WHEREAS the Vendors are not in need of the said flats decided to transfer the said flats along with the aforesaid stilt parking nos. 1 to 4 and allot 7 open parking to the intending Purchaser/s who will give him an appropriate price for the same.

AND WHEREAS the Vendors have obtained Loan against property from Capri Global Capital Ltd., against the said flats.

AND WHEREAS the said loan has been settled by one time settlement of Rs. 3,50,00,000/- which has been paid in the manner hereinafter appearing .

AND WHEREAS the Purchaser/s came to know the desire of the Vendors, approached the Vendors and shown his willingness to acquire said flats and parking nos. 1 to 4 and all the right to use and occupy the said flats and all rights, title and interest of the Vendors for lumpsum consideration of Rs. 3,62,00,000/- [Rupees Three Crore Sixty Two lakh Only] out of which Rs. 3,10,00,000/- (Rupees Three Crore Ten Lakhs Only) paid by the purchasers directly on behalf of the Vendors towards Repayment of One time Settlement of the loan of the Capri Global Capital Ltd., and balance amount of Rs. 52,00,000/- (Rupees Fifty Two lakhs ) after deducting 1% TDS to be paid to the vendor at serial no. 1,2 and 3 equally in the manner hereinafter appearing .

AND WHEREAS the Vendors have accepted the offer of the Purchaser/s and agreed to transfer the said flats along with all the rights and interest in respect of the said flats.

AND WHEREAS the parties to this agreement are desirous to reduce the terms and conditions of this agreement as under

**NOW THIS DEED WITNESSETH AND IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS UNDER :-**

1. That the Vendors hereby agree to transfer and sell and the Purchaser/s hereby agree to acquire from the Vendors, right to use and occupy, all those residential Flats bearing no. Flat no. B- 2/ 1101, 11th Floor, adm. 81.68 sq.mtrs (built-up) along with stilt parking., Share certificate no. 12 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 111 to 120 (both inclusive), Flat no. B- 2/ 1102, 11th Floor, adm. 73.39 sq. mtrs (built-up) along with stilt parking., Share certificate no. 13 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 121 to 130 (both inclusive), Flat no. B- 2/ 1103, 11th Floor, adm. 71.47 sq.mtrs (built-up) along with stilt parking., Share certificate no. 14 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 131 to 140 (both inclusive), Flat no. B- 2/ 1104, 11th Floor, adm. 75.83 sq.mtrs (built-up) along with stilt parking., Share certificate no. 15 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 141 to 150 (both inclusive), Flat no. B- 2/ 1201, 12th Floor, adm. 81.68 sq.mtrs (built-up)., Share certificate no. 16 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 151 to 160 (both inclusive), Flat no. B- 2/ 1202, 12th Floor, adm. 73.39 sq. mtrs (built-up)., Share certificate no. 17 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 161 to 170 (both inclusive), Flat no. B- 2/ 1203, 12th Floor, adm. 71.47 sq. mtrs (built-up)., Share certificate no. 18 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 171 to 180 (both inclusive) and Flat no. B- 2/ 1204, 12th Floor, adm. 75.83 sq.mtrs (built-up) ., Share certificate no. 19 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 181 to 190 (both inclusive), membership registration certificate no. 41, bearing computerized property no. B05014239800 in building known as Shiv valley Building no. 2 Co-operative Housing Society Limited, having consumer no. 020261257280 and meter no. 05314812958 constructed on Survey no. 13, Hissa no. 16, lying and being situated at Revenue Village Barave, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation. (hereinafter for the sake of brevity called and referred to as “said Flats”), more particularly described in the Schedule hereunder written for a lumpsum consideration of Rs. 3,62,00,000/- [Rupees Three Crore Sixty Two lakh ]
2. The Purchaser/s hereby agree to pay the aforesaid sum of Rs. Rs. 3,62,00,000/- [Rupees Three Crore Sixty Two lakh ] in the following manner:-
3. Rs. 3,10,00,000/- (Rupees Three Crore Ten Lakhs Only) directly paid to Capri Global Capital Ltd., towards repayment of one time settlement on behalf of the Vendors as per the details mentioned hereunder:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr.no. | Date | DD | Cheque No. | Amount |
| 1 | 29.01.2024 | 112589 | - | 95,00,000/- |
| 2 | 29.01.2024 | 055548 | - | 50,00,000/- |
| 3 | 29.01.2024 | - | 601814 | 7,00,000/- |
| 4 | 29.01.2024 | - | 601815 | 28,00,000/- |
| 5 | 08.02.2024 | 112575 | - | 26,00,000/- |
| 6 | 08.02.2024 | 112579 | - | 2,00,000/- |
| 7 | 13.02.2024 | - | 601830(UTR-COSBH24044196108) | 1,02,00,000/- |
|  | TOTAL |  |  | 3,10,00,000/- |

b. Balance Amount of Rs. 52,00,000/- (Rupees Fifty Two lakhs only) after deducting TDS @ 1% on the said amount i.e Rs. 51,48,000/- (Rupees Fifty One Lakh forty eight Thousand Only) to the Vendor at serial no. 1,2 and 3 equally.

1. Rs. 17,16,000/- (Rupees seventeen Lakhs Sixteen Thousand Only) vide cheque bearing no. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ Branch in favour of Vendor at serial no.1.
2. Rs. 17,16,000/- (Rupees seventeen Lakhs Sixteen Thousand Only) vide cheque bearing no. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ Branch in favour of Vendor at serial no.2.
3. Rs. 17,16,000/- (Rupees seventeen Lakhs Sixteen Thousand Only) vide cheque bearing no. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ Branch in favour of Vendor at serial no.3.
4. The Vendors hereby declare that vide Deed of Mortgage dated \_\_ registered in the Office of the Sub-Registrar of Assurance at Kalyan \_\_ at serial no. \_\_\_ on \_\_\_ the said flats have been mortgaged by the vendors for availing loan from Capri Global Capital Ltd and in lieu of the one time settlement of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only) , the vendors have cleared the said loan as evidenced from letter dated 29.01.2024 and the Capri Global Capital Ltd have released the charge on the said flats and executed a Deed of Redemption dated \_\_\_\_\_\_\_ registered in the Office of the Sub-Registrar of Assurance at Kalyan \_\_ at serial no. \_\_\_\_\_ on \_\_\_\_\_.
5. The Vendors hereby handed over the vacant and peaceful possession of the said Flats along with stilt parking nos. 1 to 4 and allotted 7 open parkings to the Purchasers on the receipt of the entire consideration of the said Flats as agreed under these presents.
6. The Vendors further declare that there is no attachment in respect of the said Flats and for that matter, they further declare that there is no dispute before any arbitrator nor is any litigation before any court pending or initiated.
7. The Vendors hereby declare that no other person or persons or party has or have any right, title and interest in the said Flats or claim, demand into over or upon the same or any part thereof either by way of sale, exchange, gift, trust, tenancy, lien or otherwise or whatsoever nature.
8. The Vendors hereby declare that they have not nor any one on their behalf has done, committed or omitted any act, deed, matter, and thing whereby the said transaction is rendered to be void or voidable.
9. The Vendors hereby agree to provide all the original documents including the last paid maintenance and electric bill, water bill and property tax with receipt available with them in respect of the said Flats to the Purchaser.
10. The said Flats is sold subject to all the easements enjoyed by the Vendors and the Purchaser will also be entitled for the same.
11. That the Vendors shall keep indemnified the Purchaser from or against all actions, suits, costs, charges, expenses, damages, or other liabilities of whatsoever nature made or suffered, incurred by or caused to or imposed or levied on the Purchaser/s by reason or virtue of non-appearance or non-observance by them of any of the terms and conditions of the said agreement.
12. The Vendors declare that no notice of acquisition or requisition in respect of the said Flats are received from the Central Government, State Government, Kalyan Dombivili Municipal Corporation or any other authority.
13. That the Vendors hereby declare that they have paid all the maintenance charges and property taxes in respect of the said Flats and had also cleared the electricity bill and nothing is due and payable and if the same is outstanding before handing over possession to the Purchasers, they undertake to clear the same.
14. The Vendors further declare that prior to the execution hereof have not entered into any Agreement, Arrangement or Understanding in respect of the said Flats with any other person or persons.
15. The Vendors hereby declare that the aforesaid lumpsum consideration includes the price of the said Flats along with the furniture, fixtures and interior design as it is and all the credit balance and deposit standing in the name of the Vendors in books of accounts and records of the society will stand transfer in favour of the Purchaser.
16. The Vendors hereby declare that the title of the property is clear, marketable and free from reasonable doubts and encumbrances. If any discrepancy is noticed in the title thereof, then the Vendors will clear the same without any costs to the Purchaser.
17. The Vendors agree to sign all applications, affidavits, documents for transferring electric meter with security deposit in the name of the Purchaser.

# **SCHEDULE OF THE PROPERTY**

All that all those residential Flat no. B- 2/ 1101, 11th Floor, adm. 81.68 sq.mtrs (built-up) along with stilt parking., Share certificate no. 12 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 111 to 120 (both inclusive), Flat no. B- 2/ 1102, 11th Floor, adm. 73.39 sq. mtrs (built-up) along with stilt parking., Share certificate no. 13 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 121 to 130 (both inclusive), Flat no. B- 2/ 1103, 11th Floor, adm. 71.47 sq.mtrs (built-up) along with stilt parking., Share certificate no. 14 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 131 to 140 (both inclusive), Flat no. B- 2/ 1104, 11th Floor, adm. 75.83 sq.mtrs (built-up) along with stilt parking., Share certificate no. 15 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 141 to 150 (both inclusive), Flat no. B- 2/ 1201, 12th Floor, adm. 81.68 sq.mtrs (built-up)., Share certificate no. 16 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 151 to 160 (both inclusive), Flat no. B- 2/ 1202, 12th Floor, adm. 73.39 sq. mtrs (built-up)., Share certificate no. 17 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 161 to 170 (both inclusive), Flat no. B- 2/ 1203, 12th Floor, adm. 71.47 sq. mtrs (built-up)., Share certificate no. 18 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 171 to 180 (both inclusive) and Flat no. B- 2/ 1204, 12th Floor, adm. 75.83 sq.mtrs (built-up) ., Share certificate no. 19 comprising of 10 shares of the value of Rs. 50 each bearing distinctive nos. 181 to 190 (both inclusive), membership registration certificate no. 41, bearing computerized property no. B05014239800 in building known as Shiv valley Building no. 2 Co-operative Housing Society Limited, having consumer no. 020261257280 and meter no. 05314812958 constructed on Survey no. 13, Hissa no. 16, lying and being situated at Revenue Village Barave, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation.

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

SIGNED & DELIVERED by

Within named Vendor

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Signature | Thumb Impression | Photo |
| **1. MR. ANKIT SURESH WADHWA** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Signature | Thumb Impression | Photo |
| **2. MR. ASHISH SURESH WADHWA** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Signature | Thumb Impression | Photo |
| **3. MRS. LATA SURESH WADHWA** |  |  |  |

SIGNED & DELIVERED by

Within named Purchaser

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Signature | Thumb Impression | Photo |
| **MR. LAXMAN DHARAMSHI PATEL** |  |  |  |

## In the presence of Witnesses :

1] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_