

9
RECEIPT

ACKNOWLEDGE TO HAVE RECEIVED Rs.15,00,000/- (Rupees Fifteen Lakhs Only) paid by the PURCHASERS to the SELLERS by Cheques towards the part payment of the Sale consideration of our Flat now under sale to them by virtue of this Agreement.

The Details of the same are as under:-

A. Rs.50,000/- (Rupees Fifty Thousand Only) paid by the PURCHASERS to the SELLERS by Cheque No.205597 Dated 30/01/2024, Drawn on State Bank of India, Khadakpada, Kalyan(W).

B. Rs.14,50,000/- (Rupees Fourteen Lakhs Fifty Thousand Only) paid by the PURCHASERS to the SELLERS by Cheque No365512 Dated 06/02/2023, Drawn on State Bank of India, Khadakpada, Kalyan(W).

Rs.15,00,000/-
(Rupees Fifteen Lakhs Only)
WE SAY RECEIVED

1.MRS. NAMITA NANDKISHOR BORKER,

2.MR. NANDKISHOR YESHWANT BORKER,

WITNESSES :-

15) That the SELLERS also specifically declare that so far they have not disposed off the said flat by way of sale, gift donation, agreement for sale, Conveyance, exchange, lease, hire, leave and license, transfer etc. to any Third Party, nor accepted any token amounts on account thereof and in the event of anything found to be false or incorrect, them the SELLERS shall alone be liable and responsible to clear all such liabilities and litigation with his own costs and responsibility and shall not cause the PURCHASERS suffered in any manner.

16) That the SELLERS hereby declares that the said Flat is sold with M.S.E.D.C.L Meter No.08203257477 & Consumer No. 020020273845 and deposit thereon.

17) That all costs and expenses incidental to preparation and registrations of this Agreement i.e. stamp duty, Reg. fee, shall be borne and paid by the PURCHASERS alone and the SELLERS shall not be liable to pay anything towards such expenses.

18) This agreement is subject to provision of the Maharashtra Ownership Flats (Regulation & the promotion of construction sale, management & Transfer) Act 1963, & Rules made there under.

THE SCHEDULE OF THE PROPERTY REFERRED HERETO

ALL THAT PIECE AND PARCEL of the premises and structure of a self-contained Flat No.05 on 2nd Floor, admeasuring 525 Sq.Ft. Carpet area, bearing KDMC Property No....., in Building Known as "SADGURU CHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED", situated at Chikanghar, Kalyan (W), lying at Survey No.93-A Hissa No.1/1(Part) of Village CHIKANGHAR, Taluka Kalyan, Dist. Thane, Municipal Corporation ar

in the Sub-Registration District of Katyan and Registration District of Thane.

IN WITNESS WHEREOF the parties hereto have set their respective hands and signature the day and the year first herein above.

SIGNED, SEALED AND DELIVERED)
By the within named SELLERS/
TRANSFERORS)
1. MRS. NAMITA NANDKISHOR BORKER,) _____

2. MR. NANDKISHOR YESHWANT BORKER,) _____
in the presence of) SELLERS

SIGNED, SEALED AND DELIVERED)
By the within named PURCHASERS/
TRANSFEREES)
1. MR. SHRIKANT RAGHUNATH DEWLALKAR,) _____

2. MR. KALPAK SHRIKANT DEWLALKAR,) _____

3. MRS. DIPALI KALPAK DEWLALKAR,) _____
in the presence of) PURCHASERS

WITNESSES :-

1. _____

2. _____

- 9) That the SELLERS hereby covenant with the PURCHASERS of all former or present charges, rights, interests, dues, debts, liabilities if anything existing, and shall clear them all, and shall keep the PURCHASERS harmless and indemnified against all such liabilities and litigation.
- 10) Provided further that all the rights and covenants so also all the stipulations and restrictions incorporated in the original Agreement for sale, shall be construed as it incorporated herein and shall be binding on the PURCHASERS.
- 11) The SELLERS further assures the PURCHASERS that it is a self-acquired property of the SELLERS and have absolute right and full authority to sell the said Flat and to enter into this Agreement.
- 12) The SELLERS do, hereby further agree to co-operate with PURCHASERS and shall sign all the papers, forms, declaration for getting transferred the Electrical meter in the name of the PURCHASERS.
- 13) The SELLERS further declare and assure the PURCHASERS that, the SELLERS have not sold the said Flat herein before to anybody and further declares that the said Flat has not been reserved by any Govt. or semi-Govt. Body or Local authority Body for any purpose.
- 14) It is the essence of the Agreement that on receiving the full and final payment towards the cost and consideration, the SELLERS, shall handover the peaceful and vacant possession of the said Flat to the PURCHASERS.

3) That the SELLERS hereby admits the receipt of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) towards part payment of THE SAID FLAT from the PURCHASERS.

4) That the SELLERS shall handover quiet, peaceful and vacant possession of THE SAID FLAT immediately to the PURCHASERS after receiving balance amount of Rs.22,00,000/- (Rupees Twenty Two Lakhs Only) the said Flat from the PURCHASERS.

5) After full and final payment of the said flat the said Society shall undertake to transfer the shares held by the SELLERS in the name of the PURCHASERS and also to admit the PURCHASERS as their incoming new member.

6) That the said SELLERS shall obtain N.O.C of "SADGURU CHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED", before giving the possession of the said Flat to the PURCHASERS.

7) That the SELLERS hereby declare that they shall clear all dues, taxes, Society Charges, Water, Electricity and maintenance charges etc. applicable to this Flat till the date of handing over the possession of the said Flat to the PURCHASERS and thereafter the PURCHASERS shall be liable to bear and pay all such charges incidental to the said Flat.

8) That the PURCHASERS hereby agrees that upon taking possession of the said Flat thereafter they shall pay and discharge all charges, electricity water charges, incidental to their said Flat regularly and shall remain bounden by the rules and regulations of the said Society.

(hereinafter called 'THE SAID FLAT') and more particularly described in the Schedule written hereinafter.

AND WHEREAS the Present SELLERS has purchased the said flat from MR.SADANAND APPAJI DESHMUKH, by an Agreement for Sale dated 20/05/2010 and registered the same in the office of Sub-Registrar Kalyan-2 under serial No.0947/2010.

AND WHEREAS the SELLERS have also become the regular member of the said "SADGURU CHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED", duly registered under the Maharashtra Co. Op. Society's Act, 1960 vide Reg. No. TNA/KLN/HSG/(TC)/1282/1982 and holding its Share Certificate No.12 consisting of 5 shares bearing Distinctive No.21 to 25 of Rs. 50/- each and have been regularly paying all taxes, Municipal and revenue taxes, Society Charges, maintenance charges, water and electricity charges and all other outgoing incidental to THE SAID FLAT, regularly and punctually and by following all rules and regulations framed by the said Society.

AND WHEREAS the SELLERS now intends to sell THE SAID FLAT to the PURCHASERS at the total cost of Rs.37,00,000/- (Rupees Thirty Seven Lakhs Only) on Ownership Basis.

AND WHEREAS the PURCHASERS have personally seen and inspected THE SAID FLAT in the said building, its construction, workmanship, design position and condition and also all papers, documents, titles, related thereto and have got themselves fully satisfied about the SELLERS and that the said flat is clear and marketable.

AND WHEREAS the PURCHASERS have further agreed to purchase THE SAID FLAT at the total cost of Rs.37,00,000/- (Rupees Thirty Seven Lakhs Only) on Ownership basis.

NOW, THIS AGREEMENT FOR SALE OF A FLAT WITNESSETH AS UNDER :

- 1) That the SELLERS shall sell and the PURCHASERS shall purchase THE SAID FLAT at the total cost of Rs.37,00,000/- (Rupees Thirty Seven Lakhs Only) on ownership basis.
- 2) The PURCHASERS have hereby agreed to pay the said consideration amount of Rs.37,00,000/- (Rupees Thirty Seven Lakhs Only) to the SELLERS in the following manner :-
 - A. Rs.50,000/- (Rupees Fifty Thousand Only) paid by the PURCHASERS to the SELLERS by Cheque No.205597 Dated 30/01/2024, Drawn on State Bank of India, Khadakpada, Kalyan(W).
 - B. Rs.14,50,000/- (Rupees Fourteen Lakhs Fifty Thousand Only) paid by the PURCHASERS to the SELLERS by Cheque No.365512 Dated 06/02/2023, Drawn on State Bank of India, Khadakpada, Kalyan(W).
 - C. Rs.22,00,000/- (Rupees Twenty Two Lakhs Only) to be paid by the PURCHASERS to the SELLERS within 45 days from the date of receiving Society NOC to mortgage the said flat and also providing all original papers as may be demanded by the financial institution for procuring loan. SELLERS assures to provide NOC & other related papers within 15 days from the date of Registration of this Agreement.

1.MRS. NAMITA NANDKISHOR BORKER, aged about 55 years, PAN No.AFGPB6772Q & 2.MR. NANDKISHOR YESHWANT BORKER, aged about 61 years, PAN No.ADIPB1057H, Residing at Flat No.05, Sadguru Chhaya CHS Ltd., Chikanghar, Kalyan(W), Taluka Kalyan, Dist Thane, hereinafter called the "TRANSFERORS / SELLERS" (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

1. MR. SHRIKANT RAGHUNATH DEWLALKAR, aged about 70 years, PAN No.AESPD7121D, 2. MR. KALPAK SHRIKANT DEWLALKAR, aged about 41 years, PAN No.AKFPD2835H, & 3. MRS. DIPALI KALPAK DEWLALKAR, aged about 38 years, PAN No.AQFPD3639K, Residing at Flat No.302, 3rd Floor, Datta Krupa CHS, Indira Nagar Cross Road, Ramdaswadi, Kalyan(W), Tal. Kalyan, Dist. Thane, hereinafter called the "PURCHASERS/ TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **SECOND PART:**

WHEREAS the Present SELLERS are fully seized, possessed, owned or otherwise well and sufficiently entitled to the property of a self-contained Flat No.05 on 2nd Floor, admeasuring 525 Sq.Ft. Carpet area, bearing KDMC Property No....., in Building Known as "SADGURU CHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED", situated at Chikanghar, Kalyan (W), lying at Survey No.93-A Hissa No.1/1(Part) of Village CHIKANGHAR, Taluka Kalyan, Dist. Thane,

VILLAGE :- CHIKANGHAR

AREA :- 525 sq.ft. Carpet

MARKET VALUE :-Rs...../-

ACTUAL VALUE :-Rs.37,00,000/-

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at KALYAN, on this day

of, 2024.

BETWEEN