

## **AGREEMENT FOR SALE**

**THIS AGREEMENT MADE AT** Nallasopara this day \_\_\_\_ of April 2024 **BETWEEN MR. SAMEER C. SALVI** Age \_\_\_\_ years, Indian Inhabitant, residing at Flat No. A/007, Vini Heights, Laxmiben Chheda Marg, sopara, Nallasopara (west), Tal. Vasai, Dist. Palghar, Pin No. 401203, hereinafter called **“THE TRANSFEROR”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the One Part;

**AND**

**(1) MR. SHIVRAM MITHABAONKAR**, Age \_\_\_\_ years, Indian Inhabitant, **(2) MR. AJAY KASHIRAM MITHABAONKAR** Age \_\_\_\_ years, Indian Inhabitant, residing at, Flat No. A/G-2, Nav Sai Dham Building, Navghar Road, SV Road, Bhaynder East Thane Pin No. 401105, hereinafter called **“THE TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators and Assigns) of the Other Part:

**WHEREAS:—**

- (a) The Transferor is seized and possessed of or otherwise well and sufficiently entitled to **Flat No. 007, "A" Wing, on Ground Floor**, area admeasuring **348 Sq. Ft. Carpet Area**, in **Building No. 3**, known as **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”**, constructed on land bearing Survey No. 35, Hissa No. Part, Revenue Village Sopara, situated at, Laxmiben Chheda Marg, Nallasopara (west), Tal. Vasai, Dist. Palghar, Pin. 401 203, within the area of Vasai Virar Shahar Mahanagar Palika, and within limits of Sub-Registrar office of Vasai, Tal. Vasai Dist: Palghar, (hereinafter referred to as **“the said Flat”**).
- (b) The Transferor is also the registered member and shareholder of **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”** Registered under the Maharashtra Co-operative Society Act, under registration no. **TNA/VSI/HSG/TC/23903/2012-13 Dated 17/04/2012** (hereinafter referred to as **“the said Society”**) and as such, is the registered holder shares bearing distinctive Nos. \_\_\_\_ to \_\_\_\_ (both inclusive) issued by the said Society (hereinafter referred to as **“the said Shares”**) and bearing Certificate No. \_\_\_\_ in respect of the ownership of the said Flat. The said Flat and the said shares are more particularly described in the Schedule hereunder written and are hereinafter collectively referred to as **“the said premises”**.
- (c) By an Agreement Dated 8th July, 2009 the said flat was purchased by **THE SAID PRESENT TRANSFEROR** from **M/S. AMI CORPORATION** (hereinafter referred as "The said Developers") The said Agreement for Sale is duly registered before Sub-Registrar Vasai-3 vide its Regn. No. 06817/2009 Dated 10/07/2009.
- (d) The Transferor is entitled to sell, transfer, convey and assign all his right, title and beneficial interest in the said **Flat No. 007, "A" Wing, on Ground Floor**, area admeasuring **348 Sq. Ft. Carpet Area**, in **Building No. 3**,

known as **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”**, of the said Society and also the said shares in favour of the Transferees;

- (e) The Transferees has agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor in the said **Flat No. 007, "A" Wing, on Ground Floor**, area admeasuring **348 Sq. Ft. Carpet Area**, in **Building No. 3**, known as **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”**, in the said Society and in the said shares free from all encumbrances and reasonable doubts, which the Transferor has agreed to do upon the terms and conditions recorded hereinafter;

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:—

1. That the Transferor hereby agrees to sell, transfer, convey and assign his right, title and interest in the said **Flat No. 007, "A" Wing, on Ground Floor**, area admeasuring **348 Sq. Ft. Carpet Area**, in **Building No. 3**, known as **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”**, constructed on land bearing Survey No. 35, Hissa No. Part, Revenue Village Sopara, situated at, Laxmiben Chheda Marg, Nallasopara (west), Tal. Vasai, Dist. Palghar, Pin. 401 203 together with all his right, title and beneficial interest in the said share Certificate No. \_\_\_\_ of the said Society to the Transferees as also all the benefits directly and/or indirectly attached to the said flat and the said shares, free from all encumbrances and reasonable doubts for the total consideration of **Rs. 20,00,000/- (Rupees Twenty Lakhs only)** to be paid in the following manner:—

- (a) A sum of **Rs. 5,00,000/- (Rupees Five Lakhs only)** paid as and by way RTGS dated 18/04/2024 Through Central Bank Of India, Branch Bhayander East, having its transaction UTR/Ref NO. CBINR52024041810013384 **as part consideration of the said flat.**

(The payment and receipt whereof the Transferor hereby admits and acknowledges);

(b) Balance sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** to be paid within 45 working days (Except Bank and Govt. Holidays) from date of registration of this present Agreement for Sale by taking housing finance from bank.

Simultaneously upon receipt of the full and final consideration as stated in sub-clauses (b) above and on completion of the sale, the Transferor shall deliver vacant and peaceful possession of the said Flat to the Transferees as owner thereof along with the said Original Share Certificate in respect of the said shares and other relevant original title deeds.

2. The Transferor shall obtain No Objection Letter from the said Society *inter alia* to the effect that the Society has no objection to the Transferees being admitted as member of the said Society and for the transfer of the said shares by the Transferor in favour of the Transferees and all incidental rights as such shareholder including transfer of the said Flat and allotment thereof to the name of the Transferees in the records of the said Society. It shall be the sole obligation of the Transferor to obtain such no objection. Upon obtaining such letter from the said society, the Transferor at the time of completion of the sale as provided under this agreement apply to the said society for transfer of the said flat and the said shares along with the required documents to the name of the Transferees.
3. At the time of completion of the sale (a) the Transferor shall by an appropriate writing resign as the member of the said society and request the society to admit the Transferees as member of the society in place of the Transferor (b) the Transferees shall apply to the said society to become member of the said society (c) the Transferor and the Transferees duly complete and sign the requisite transfer forms and other relevant forms,

declarations for transfer of the said shares from the names of the Transferor to the name of the Transferees and (d) the Transferor shall also execute a proper Deed of Transfer recording completion of sale in the format approved by the Transferees.

4. The Transferor doth hereby covenant with the Transferees as follows:—

- (a) That the Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the said society upto the date hereof and shall pay all the dues till the completion of sale;
- (b) That the Transferor is the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Flat and except the Transferor no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises;
- (c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Transferor, the Transferor has full power and absolute authority in his own right to transfer the said premises and to relinquish and transfer all his rights, title and interest therein in favour of the Transferees;
- (d) That neither the Transferor nor any one on his behalf has committed or omitted any act, deed, matter or thing whereby his holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said flat and other

rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and his other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;

- (e) That the Transferor has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party have any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever and further that the Transferor shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the said premises;
- (f) That the Transferees shall on completion of the transfer peaceably and quietly be entitled to hold and own the said flat and the said shares and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said flat and/or any part thereof in the Transferee's own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferor;
- (g) That the Transferor has duly complied with observed performed with all the Rules, Regulations and Bye-Laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Society nor are there any actions or proceedings pending against the Transferor instituted by the said Society or any

member of the said society in respect of the said premises including any notice or action for expulsion or termination of the Transferor as the member of the said society;

(h) That the Transferor has not received any notice for acquisition or requisition of the said flat and/or the said shares; and

(i) That the Transferor herein doth hereby indemnify and keep indemnified the Transferees against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said flat and/or the said shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of the Agreement, covenants and provisions.

5. The Transferor shall bear and pay all outgoings in respect of the said flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said society till the date of completion and the Transferees shall bear and pay all such outgoings, dues and charges to the said society from the date of completion of sale and receiving possession of the said flat.

6. The Transferor shall also transfer in favour of the Transferees the amounts standing to his credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferor shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said society.

7. The Transferees doth hereby agree and covenant to become member of the said society and to abide by and observe and perform all the rules and

regulations and bye-laws of the said Society from time to time in force.

8. The Transferor shall sign and execute in favour of the Transferees necessary applications, forms, deeds and other documents or writings as may be reasonably required by the society for transfer of the said shares and the said flat and right to possess, use, occupy and enjoy the said flat in favour of the Transferees and for implementing the terms of this agreement.
9. It is hereby expressly provided and agreed by the parties hereto that both parties are entitled to enforce specific performance of the Agreement against each other in case of breach of any conditions mentioned in this Agreement.
10. All disputes and differences between the parties hereto arising out of this agreement or in relation to the interpretation or effect of any of the terms and conditions contained in the agreement or in relation to the rights and obligations of the parties hereto shall be referred to the Hon'ble civil Court at Vasai.
11. The stamp duty, if payable, and registration charges, if applicable, shall be borne and paid by the Transferees only. The parties have also agreed to pay and bear equally the transfer fees/donations/other charges etc. of the said Society for the transfer of the said premises in favour of the Transferees. The Transferor hereby also authorizes the Transferees to pay his share of transfer fees etc. as aforesaid directly to the Society out of the consideration payable to them by the Transferees as provided under this Agreement.



**SCHEDULE ABOVE REFERRED TO:**

**Flat No. 007, "A" Wing, on Ground Floor**, area admeasuring **348 Sq. Ft. Carpet Area**, in **Building No. 3**, known as **“VINI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”**, constructed on land bearing Survey No. 35, Hissa No. Part, Revenue Village Sopara, situated at, Laxmiben Chheda Marg, Nallasopara (west), Tal. Vasai, Dist. Palghar, Pin. 401 203 within the area of Vasai Virar Shahar Mahanagar Palika, and within limits of Sub-Registrar office of Vasai, Tal. Vasai Dist: Palghar,

**IN WITNESS WHEREOF** the Transferor and the Transferees have set and subscribed their respective hands, the day and year find hereinabove written.

**SIGNED AND DELIVERED by** )

The within named, The Transferor )

**MR. SAMEER C. SALVI** )

In the presence of \_\_\_\_\_ )

1 )

2 )

SIGNED AND DELIVERED by )

The with named The Transferee )

**(1) MR. SHIVRAM MITHABAONKAR** )

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**(2) MR. AJAY KASHIRAM MITHABAONKAR** )

In the presence of \_\_\_\_\_ )

1 )

2 )

**R E C E I P T**

Received the day and year first hereinabove written of and from the within named Transferee A sum of **Rs. 5,00,000/- (Rupees Five Lakhs only)** paid as and by way RTGS dated 18/04/2024 Through Central Bank Of India, Branch Bhayander East, having its transaction UTR/Ref NO. CBINR52024041810013384 **as part consideration of the said flat.**as within mentioned to be payable by the Transferee to the Transferor.

**Rs. 5,00,000/-**  
I SAY RECEIVED

**MR. SAMEER C. SALVI**  
**TRANSFEROR**

**Witness:**

- 1)
- 2)