

## AGREEMENT FOR SALE

**THIS ARTICLES OF AGREEMENT** made and entered into at Vasai, on this \_\_\_ day of **May** in the Christian year Two Thousand **Twenty Four** BETWEEN **MR. JAGDISH FAULALJI TRIVEDI**, Age about **56** years, having **PAN NO. ACWPT8983D** & **MRS. CHETANA JAGDISH TRIVEDI**, Age about **52** years, having **PAN NO. AFXPT7279N**, Indian inhabitant, residing at B/209, Saraswati Apartment, Kharigaon, Cabin Cross Road, Bhayandar (E), Thane 401 105, hereinafter called the "**TRANSFERORS**" [which expression shall unless it is repugnant to the context or meaning thereof, is deemed to include, their heirs, executors, successors, legal representative, administrators and assigns] of the **FIRST PART**: -

### AND

**MISS. RUCHA AMAR BAHADUR SINGH**, Age about **35** years, having **PAN NO. GCOPS8691R**, Indian Inhabitants, residing at A/305, Nakoda Bldg. No. 2, 100 Feet Road, Shriprastha, Yashwant Gaurav, Nallasopara (W), Palghar 401203, hereinafter called the "**TRANSFEEEE**" [which expression shall unless it is repugnant to the context or meaning thereof, is deemed to include, her heirs, executors, successors, legal representative, administrators and assigns] of the **SECOND PART**:-

**WHEREAS:**

A] The TRANSFERORS are the members of **"SHREE YASHWANT EMPIRE CO-OP. HSG. SOC. LTD."**, registered under Maharashtra Co-operative Societies Act, 1945 bearing Registration No. **PLR/VSI/HSG/(TC)/32/2016**, situated at Land bearing Survey No. **49 to 56**, Situated at Village **Achole**, Taluka: **Vasai**, District: **Palghar**, within the area of Sub Registrar at Vasai I/II/III/IV/V/VI and as such member of the said society, the TRANSFERORS are entitled to five (5) shares of the said society of the face value of Rs. **50/-** each, Share Certificate No. \_\_\_, Distinctive nos. from \_\_\_ to \_\_\_ hereinafter for brevity's sake collectively referred to as **"THE SAID SHARES"** the said have been holding the Flat bearing No. **102**, on **First Floor**, in **"A"** Wing, admeasuring **451 Sq. Ft.** (Carpet Area) i.e. **50.29 Sq. Mt.** [Built-up Area] + **290 Sq. Ft.** [Terrace] i.e. **26.95 Sq. Mt.** [Terrace], in the society known as **"SHREE YASHWANT EMPIRE CO-OP. HSG. SOC. LTD."**, situated at Building No. **4**, Sector No. **VI**, Yashwant Viva Township, constructed on land bearing Survey No. **49 to 56 & 77**, Village **Achole**, Taluka **Vasai**, District **Palghar**, [hereinafter for brevity's sake collectively referred to as **"THE SAID FLAT"**]

B] The TRANSFERORS had purchased the said Flat from **M/S. SHIV SHAKTI CORPORATION**, having its registered office at **Shop No. 117, Shivrushti Complex, Near Dubey Medical College, Vasai Nallasopara Link Road, Nallasopara (East), Tal. Vasai, Dist. Palghar**, vide Agreement for Sale dated **19/05/2015**, duly registered with Registrar of Assurances at Vasai - III, Nallasopara, and vide Document No. **4003/2015**, dated **19/05/2015**.

C] The TRANSFERORS are ready and willing to sell, transfer rights, title and interest and the said FLAT to the TRANSFEREE which the TRANSFEREE have agreed to purchase for a lump sum price of **Rs. 49,90,000/- (Rupees: Forty-Nine Lakh Ninety Thousand Only)**.

D] The said flat is being purchased by the TRANSFEREE for residential purpose and to which the provision of the Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) act, 1963 apply.

E] The TRANSFERORS herein have obtained permission from the Society to sell the said FLAT to the TRANSFEREE herein, and the Society has agreed to transfer the said FLAT in the name of the TRANSFEREE.

F] The TRANSFEREE have prior to the execution of the Agreement satisfied about the title of the TRANSFERORS to the said FLAT and have agreed to acquire the said FLAT and the right, title and interest on the terms and conditions.

**NOW, THEREFORE, THESE PRESENT WITNESETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1] The TRANSFERORS has agreed to transfer the right, title and interest to the TRANSFEREE, in the said Flat for a total consideration of **Rs. 49,90,000/- (Rupees: Forty-Nine Lakh Ninety Thousand Only)**.

2] The TRANSFEREE have paid the sum of **Rs. 4,90,000/- (Rupees: Four Lakh Ninety Thousand Only)** being the **PART PAYMENT** of the said FLAT herein above mentioned [the payment and receipt whereof the TRANSFERORS do/doth hereby admit and acknowledge of and from the TRANSFEREE & attached herewith as **Annexure - I**]

3] It has been mutually agreed upon by and between the parties hereto that the TRANSFEREE shall pay to the TRANSFERORS the balance consideration of **Rs. 45,00,000/- (Rupees: Forty-Five Lakh Only)** by way of D.D/Cheque OR by way of obtaining Loan from any Bank or any Financial Institution within **45 working** days from the date of Registration of this Agreement for Sale.

4] The possession of the said flat shall be handed over to TRANSFEREE only after receipt of Full & Final Payment by the TRANSFEREE or by their Bank or any other financial Institution.

5] TRANSFERORS hereby have agreed to give to the TRANSFEREE all the original documents related to the said Flat through which the TRANSFERORS became the owner of the said Flat.

6] The TRANSFERORS declares that no person except themselves have any share, right, title or interest of whatsoever nature in the said Flat and further declares that they have not entered into any agreement for sale, agreement to lease or any other agreement in respect of the said Flat or any part thereof.

7] That off and when any further documentation formalities are required, the TRANSFERORS undertake to execute the same without delay, demur or dispute and without claiming any further amount in relation to the same.

8] The TRANSFERORS hereby declare that they have paid all dues towards the Municipality Taxes, Electricity and Water Charges, Maintenance Charges, Society Charges etc. in respect of the Flat for the period ending of this Agreement. The TRANSFERORS hereby agrees and undertakes to indemnify and keep indemnified the TRANSFEREE against payment of such charges for the said period ending.

9] The TRANSFEREE shall have no claim save and except in respect of the Flat hereby purchased by the common passages and the common amenities provided by the builders in the said Flat.

10] The TRANSFERORS shall co-operate to transfer the electricity meter, Maintenance Bill, Municipality Taxes, Water Taxes & any other documents in respect of the title of the said Flat on the name of the TRANSFEREE.

11] The TRANSFEREE hereby convenient to keep the walls, sewers, pipes and appurtenances thereto belonging in good and tenantable conditions so as to support the shelter and protect the parts of the said building.

12] The TRANSFEREE accept the construction and fittings etc. in respect of Flat to be satisfactory as on the execution of this Agreement and shall not call upon the TRANSFERORS to cause any additions, alteration or repairs to the Flat occupied by them nor shall hold the TRANSFERORS liable for any defect in the said construction.

13] The TRANSFEREE shall not use not shall allow or cause to be used the said Flat or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants to other tenements in the said building nor use the said Flat for any illegal or immoral purpose.

14] Save as otherwise provided herein above all out of pocket costs charges and expenses for incidental of this Agreement, registration fee and other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the TRANSFEREE alone.

15] That the TRANSFEREE will be abide by the entire singular, Bye - Laws, Rules and Regulations in force of the Society and which it may adopt from time to time.

16] It has been mutually agreed by and between the parties hereto that Transfer Charges payable to the Society shall be borne and paid by the both the parties equally.

17] In the event of non-performance of the obligation by any one of the parties, the other party shall have right to enforce this Agreement for Sale through a court of competent jurisdiction.

18] The Agreement is subject to provision of Maharashtra Ownership Flat (Regulations of the Promotion of Construction sale, management and Transfer) Act, 1963 with rules made there under.

### **THE SCHEDULE OF THE PROPERTY**

ALL THAT Flat bearing No. **102**, on **First** Floor, in "**A**" Wing, admeasuring **451** Sq. Ft. (Carpet Area) i.e. **50.29** Sq. Mt. [Built-up Area] + **290** Sq. Ft. [Terrace] i.e. **26.95** Sq. Mt. [Terrace], in the society known as "**SHREE YASHWANT EMPIRE CO-OP. HSG. SOC. LTD.**", situated at Building No. **4**, Sector No. **VI**, Yashwant Viva Township, constructed on land bearing Survey No. **49 to 56 & 77**, Village **Achole**, Taluka **Vasai**, District **Palghar**, within the area of Sub Registrar of Assurances at Vasai - I/II/III/IV/V/VI.

**IN WITNESSES WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS  
ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**



**ANNEXURE - I****RECEIPT**

RECEIVED on or before the execution hereof, of and from the within named TRANSFEREE, a sum of **Rs. 4,90,000/- (Rupees: Four Lakh Ninety Thousand Only)**, as and by way of **PART PAYMENT** to be paid by her paid to us.

Payment is being received in the following manner: -

DATE	AMOUNT	IMPS / NEFT	BANK
10/05/2024	2,90,000/-	413116497654	IndusInd Bank
10/05/2024	2,00,000/-	INDBN06058996209	IndusInd Bank
Total...	4,90,000/-		

**Rs. 4,90,000/-**

**WE SAY RECEIVED,**

**WITNESSES: -**

1.

2.

**[TRANSFERORS]**