

## **AGREEMENT FOR SA LE**

THIS AGREEMENT FOR SALE is made and entered into at **Dombivli** on this \_\_\_\_\_ day of **May, 2024**.

### **BETWEEN**

**Mr. Abhishek Singh, Aged : 39 years, Occupation : Business, PAN No : EHGPS1306N, Residing at : C-1204, Avirahi CHS, Prem Nagar, Opp. Surya Shopping Center, Mira Road East, Mumbai – 401107** hereinafter referred to as **“THE TRANSFEROR”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the **GROUND PART**.

### **AND**

**Mr. Ajay Shiwaling Vaitir, Age : 41 years, Occupation : Business, PAN No : AFYPV0271K, Residing at : E-603 Greenwille, Lodha, Mankoli, Nashik Highway, Bhiwandi, Dist. Thane – 421302** hereinafter referred to as **“THE TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators and assignees) of the **SECOND PART**.

**WHEREAS** the Flat Bearing No. B-2 on **Ground (Ground + 2) Floor** having admeasuring **940 sq.ft. (87.36 sq.mtrs.)** Built-up area, in the building know as **“Swayam Srushti Complex, Swayam Srushti Co-operative Housing Society Ltd.”** a society registered under the Maharashtra Co-Operative Registration No **TNA / TNA / HSG / (TC) / 14873 / 2003** (hereinafter referred to as The **Said Society**).

**WHEREAS** **Mr. Abhishek Singh** had purchased a flat vide Agreement for Sale dt. **28-03-2023** from **Dr. Vinayak Dattatray Joshi & Dr. Mrs. Kanchan Vinayak Joshi** and registered with sub registrar Thane on under Document No. **TNN-10 / 5454 / 2023 & AND Dr. Vinayak Dattatray Joshi & Dr. Mrs. Kanchan Vinayak Joshi** had purchased a flat vide Agreement for

Sale dt. **20-10-2005** from **Mr. Madhukar Ramchandra Yewalekar & Mrs. Vasumati Madhukar Yewalekar** and registered with sub registrar Thane on under Document No. **TNN – 1 / 6011 / 2005** AND **Mr. Madhukar Ramchandra Yewalekar & Mrs. Vasumati Madhukar Yewalekar** had purchased a flat vide Agreement for Sale dt. **15-03-2001** from **M/s. Prathmesh Constructions** and registered with sub registrar Thane on under Document No. **CHHA – 1058 / 2001**.

WHEREAS now The Transferor is the absolute owner of self-contained residential Flat No. **B-2**, admeasuring **940 sq.ft.** (Equivalent to **46 sq. mtr.**) Built up area on **Ground (Ground + 2) Floor** in **Wing B “Om Arpan Co-operative Housing Society Ltd.”**, in being and situate at **Survey No. 66, Hissa No. 2 (P), Revenue Village Panchpakhadi, Taluka Thane, Dist. Thane** within the limits of Thane Municipal Corporation and Registration Sub-District Kalyan, Registration District Thane together with Electric connection provided therein baring Meter No. \_\_\_\_\_ and Consumer No. \_\_\_\_\_ together with undivided interest in the concerned land & building & undivided interest in the sinking fund, reserve fund of the Society, hereinafter referred to as **The Said Flat**.

**AND WHEREAS** The Transferor being a bonafide member of the said society for the purpose of ownership, possession & occupation of the said Flat, holds **5 Shares** issued by the society bearing Share Certificate No. **009** and Shares Nos. **041 to 045** (both inclusive) of **Rs. 50/-** each hereinafter referred to as **The Said Shares**.

**AND WHEREAS** The Transferor declare that their title to the said Flat is clear, marketable & free from encumbrances and they are entitled to sell and dispose of the same to any prospective purchaser who may offer reasonable consideration.

**AND WHEREAS The Transferees** offered to purchase **The Said Flat** for the **Rs. 2,80,00,000/- (Rupees Two Coror Eighty Lakh Only)** having found just, reasonable & according to the accept the offer of **The Transferees**.

**AND WHEREAS** the parties hereto approached the said society for the purpose of approval of the transaction of transfer & sale and the Society has approved the same & agreed to induct The Transferees as its member in respect of the said Flat in place of **The Transferor**.

**AND WHEREAS The Transferor** has agreed to sell transfer & the Transferees has agreed to purchase & acquire the said Flat together with all rights, title, interest, benefits, sinking fund amounts & said shares on the following terms & conditions & relying upon the following representations made by **The Transferor**.

**NOW THIS AGREEMENT WITNESSES AND IT'S HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT :**

1. The **Transferor** has agreed to sell & transfer and The **Transferees** have agreed to purchase and acquire the **Said Flat No. B-2**, admeasuring **940 sq.ft. (Equivalent to 87.36 sq.mtr.)** Built up area on **Ground (Ground + 2) Floor** in “**Om Arpan Co-operative Housing Society Ltd.**”, lying being and situate at **Plot No. 437, CTS No. 196 to 227, Survey No. 204 B, Revenue Village Panchpakhadi, Taluka Thane, Dist. Thane**, within the limits of Thane Municipal Corporation and Registration Sub-District Thane Registration District Thane, together with all rights, title, interest, benefits, sinking fund amounts and Share nos. **041 to 045** (both inclusive) bearing Share Certificate No. **009** on **1<sup>st</sup> day of January 2004** for the lumpsum Consideration of **Rs. 2,80,00,000/- (Rupees Two Coror Eighty Lakh Only)** to be paid to the **Transferor** by the **Transferees** in the following manner.

2. **The Transferees** have agreed to pay the sum of **Rs. 2,80,00,000/- (Rupees Two Coror Eighty Lakh Only)** to the **Transferor** in the following manners :-

<b>Date</b>	<b>Ref. No.</b>	<b>Bank/ Branch</b>	<b>Amount</b>
/ /2024			/-
/ /2024			/-
<b>TOTAL Rs.</b>			/-

3. On receiving entire amount of consideration **on or before 30<sup>th</sup> day of June 2024** i.e. realization payment under **Clause No. 2** above, **The Transferor** shall hand over vacant, physical, lawful possession of the **Said Flat** to the **Transferees**. Thereafter, the become exclusive owner of right, title, interest, benefits etc., which **The Transferor** has in the said flat and shall keep, hold, possess the same, enjoy & appropriate its profits, benefits, income and emoluments without any hindrances, denial & interruption of **The Transferor** shall have no rights, title or interest of any kind whatsoever in or to the said Flat or part thereof.
- a. There is no suit, litigation, civil or criminal or other proceeding pending against him personally affecting the said Flat.
- b. There is no attachment or prohibitory order against the **Said Flat**. Thus the said Flat is free from encumbrances and is not subject to any matter segment or attachment either or before judgment and he has not received any notice either from Govt. Semi-Govt. or other competent authorities regarding acquisition, requisition or attachment in respect of the said Flat.
- c. He has not entered into any agreement except this one either in the form of sale, mortgage, lease, exchange, assignment or in other way whatsoever & has not created tenancy, licensee, or other rights of the like nature in the **Said Flat** & has not done

with or disposed off the same in any manner whatsoever AND there is no outstanding loan from any financial institution or from any other body against the **Said Flat** or part thereof.

- d. He is in exclusive occupation and possession of the **Said Flat** and every part thereof and except him no other person is in occupation and possession of the same.
  - e. He has not done any act, deed, matter or thing whereby he is prevented from entering into this indenture on the terms and conditions stated herein.
4. **The Transferor** undertakes to transfer **The Said Flat** in the name of **The Transferees** in the records of the **Said Society**. However, the transfer charges payable to the Society shall be paid by The Transferees. All Outgoings, Maintenance, Electricity Bill and Taxes of possession and thereafter the same shall be paid to sign Declarations, Forms, Affidavits, MSEB transfer of **The Transferees**.
  5. **The Transferor** shall pay all Outgoings, Maintenance, Electricity Bill and Taxes pertaining to the said all the date of possession and thereafter the same shall be paid by **The Transferees**.
  6. **The Transferor** undertake to sign Declarations, Forms, Affidavits, MSEB transfer forms in respect of **Said Flat** favor of **The Transferees**.
  7. **The Transferor** declares that he shall handover all original documents in respect of the **Said Flat** and save and except aforesaid papers, documents of title in respect thereof does not, possess any other papers, documents, nor has deposited or pledged the same with any one and as such he undertakes to indemnified **The Transferees**.

8. **The Transferees** undertakes to pay stamp duty, legal fees, registration charges and other incidental charges and expenses regarding registration of this agreement.
9. This Agreement is subject to the provisions of **The Maharashtra Ownership Flat** (Regulations of Promotion of Construction, Sale, Management and Transfer) Rules, 1963 and The Maharashtra Ownership Flat (Regulations of Promotion of Construction, Sale Management, and Transfer) Rules, 1964.

#### **GROUND SCHEDULE OF PROPERTY**

All that piece and parcel of land bearing **Plot No. 437, CTS No. 196 to 227, Survey No. 204 B, Revenue Village Panchpakhadi, Tal. Thane, Dist. Thane** & within the limits of Thane Municipal Corporation, Thane Division, within the Registration Dist. Thane and **Sub Registration Dist. Thane**.

#### **SECOND SCHEDULE OF PROPERTY**

A Flat No. **B-2** on **Ground (Ground + 2) Floor** in **Wing B** admeasuring **940 sq.ft.** (Equivalent to **87.36 sq.mtr.**) Built-up area “**Om Arpan Co-operative Housing Society Ltd.**”, situated at Near Chandiwala Complex, Opp. Water Tank, Chandanwadi, Panchpakhadi, Thane West, Dist. Thane – 400601 consisting of **Ground + 2 Floors** without lift.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE  
HEREUNTO AND SUBSCRIBED HIS RESPECTIVE HANDS ON THE  
AND THE YEAR GROUND HEREINABOVE WRITTEN.

**SIGNED, SEALED AND DELIVERED )**

By the withinnamed **“TRANSFEROR”** )

**MR. ABHISHEK SINGH** ) -----

**SIGNED, SEALED AND DELIVERED )**

By the withinnamed **“TRANSFEREES”** )

**MR. AJAY SHIWALING VAITIR** ) -----

**WITNESS**

**SIGN**

1. -----

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2. -----

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## RECEIPT

Received an amount of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_  
**Only**) from **Transferees Mr. Ajay Shiwaling Vaitir** by following Cheques  
hereinabove being full & final consideration amount for **The Said Flat** to be  
paid to me in terms of the above agreement.

<b>Date</b>	<b>Ref. No.</b>	<b>Bank/ Branch</b>	<b>Amount</b>
/ /2024			/-
/ /2024			/-
<b>TOTAL Rs.</b>			/-

Subject to realization of Cheque.

**I Say Received Rs.** \_\_\_\_\_/-

**Mr. Abhishek Singh**  
**(TRANSFEROR)**