

AGREEMENT FOR SALE AND TRANSFER

THIS AGREEMENT is made on this ____th day of April, 2024 at Badlapur,
Tal. Ambemath, Dist. Thane.

BETWEEN

1) MR. SURESH KRISHNA CHAVAN, Age- 62 years, Occupation- Retired, PAN No. ACTPC5186E, 2) MRS. SUREKHA SURESH CHAVAN, Age- 54 years, Occupation- Housewife, PAN No. AYKPC3860G, Indian Inhabitants, **both residing** at Chawl No. 3, Room No. 01, Shiv Sadan CHS, Near Jari Mari Mandir, Tisgaon, Kalyan East, Dist- Thane, Maharashtra – 421306, Hereinafter referred as “**THE TRANSFERORS/SELLERS**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors and administrators) of the **ONE PART**

AND

MR. JAYESH JAGDISH SHINDE, Age- 26 years, Occupation- Service, PAN No. JKSPS8976L, Indian Inhabitant, residing at 55/4, Koyna Colony, Gandhinagar, Kolhapur, Maharashtra- 416119, Hereinafter called “**THE TRANSFEREE/PURCHASER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the **OTHER PART**

WHEREAS :

- i) The Transferor/s are the **owner/co-owners and member/joint members of Shreeji Garden Wing F Co-Operative Housing Society Ltd.** Registered vide No. TNA/AMB/HSG/(TC)/32900/2020-2021/Year-2020/Dated 13/10/2020 under the Maharashtra Co-

operative Societies Act, 1960 and as such a member/s they are occupying as an owner a residential premises being a Flat bearing No. 602, on the 6th Floor, F Wing, area admeasuring about 27.03 Sq. Mtrs. Carpet + Exclusive area Balcony admeasuring about 2.50 Sq. Mtrs. Carpet and Exclusive are of Club admeasuring about 1.07 Sq. Mtrs., of the Building Project Known as "SHREEJI GARDEN" which is presently known as Shreeji Garden Wing F Co-Operative Housing Society Ltd., constructed on Gat No. 105, Hissa No. 2 Part, Plot No. 3, 4 & 5, Gat No. 110, Gat No. 111, Hissa No. 1+2, Gat No. 114, Gat No. 115 Part, area admeasuring about 9390 Sq. Mtrs., situated in MAUJE OR REVENUE VILLAGE – VALIVALI and or thereabouts at BADLAPUR (WEST), Taluka - Ambarnath, Dist – Thane within the Local limits of KULGAON BADLAPUR MUNICIPAL COUNCIL and within the jurisdiction of REGISTRATION SUB-DISTRICT ULHASNAGAR and REGISTRATION DISTRICT THANE. (Hereinafter Referred to as "The Said Premises/Flat").

- ii) The Transferor/s had jointly purchased the said flat from MRS. REKHA RAMKRISHNA NARKHEDE THROUGH HER POA HOLDER MR. RAMKRISHNA SAMPAT NARKHEDE by Virtue of an AGREEMENT FOR SALE dated **30/08/2021** duly registered with the Office of the Sub-Registrar of Assurances Ulhasnagar – 4 Under Document No. **5895/2021**.
- iii) According to Development Agreement duly registered with Office of the Sub-Registrar Ulhasnagar-2/4 vide Document No. 927/2016 dated 02/05/2016, the Builder/Promoter i.e. **M/S. SHUBH DEVELOPERS** had agreed to allot some constructed area as a Residential in the building to be constructed upon the said land to Vendors i.e. Land Owners i.e. MRS. REKHA RAMKRISHNA



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- ii) The Transferor/s had jointly purchased the said flat from MRS. REKHA RAMKRISHNA NARKHEDE THROUGH HER POA HOLDER MR. RAMKRISHNA SAMPAT NARKHEDE by Virtue of an AGREEMENT FOR SALE dated 30/08/2021 duly registered with the Office of the Sub-Registrar of Assurances Ulhasnagar - 4 Under Document No. 5895/2021.
- iii) According to Development Agreement duly registered with Office of the Sub-Registrar Ulhasnagar-2/4 vide Document No. 927/2016 dated 02/05/2016, the Builder/Promoter i.e. M/S. SHUBH DEVELOPERS had agreed to allot some constructed area as a Residential in the building to be constructed upon the said land to Vendors i.e. Land Owners i.e. MRS. REKHA RAMKRISHNA

NARKHEDE as a **FREE OF COST**. As per development agreement the said area has been mentioned in Supplementary Agreement on dated 19/03/2020 duly registered with Office of the Sub-Registrar Ulhasnagar- 2/4 Under **Document No. 2186/2020**. The said Flat i.e. **Flat bearing No. 602** on the **6th Floor** in **F Wing**, area admeasuring about **27.03 Sq. Mtrs. Carpet + Exclusive area Balcony** admeasuring about **2.50 Sq. Mtrs. Carpet and Exclusive are of Club** admeasuring about **1.07 Sq. Mtrs.**, in the Building known as "**SHREEJI GARDEN**" has been allotted to Vendor/Land Owner as **FREE OF COST**.

- iv) As such the Transferor/s herein is seized and possessed of or otherwise well and sufficiently entitled to the said **Residential Flat/premises, together with the shares and membership rights** pertaining thereto and **is the bonafide member** of the said Society. The Transferor/s being absolute owner/s is possessing sole rights to use, occupy hold and/or dispose of the **said Residential Flat/premises**.
- v) The Transferor/s as such a member/joint member of the **Shreeji Garden Wing F Co-Operative Housing Society Ltd.**, holds 10 distinct shares of **Rs. 50/-** each represented by **Share Certificate No. 042 and Member's Regn. No. 042** bearing distinct 10 numbers from **Sr. No. 411 to 420** both inclusive issued by the said Society.
- vi) The area of the said flat is about **27.03 Sq. Mtrs. Carpet + Exclusive area Balcony** admeasuring about **2.50 Sq. Mtrs. Carpet and Exclusive are of Club** admeasuring about **1.07 Sq. Mtrs.**
- vii) The Transferor/s have agreed to sell the said flat unto the Transferee/s at a consideration price of **Rs. 29,90,000/- (RUPEES**

TWENTY-NINE LAKHS NINETY THOUSAND ONLY) and they undertake not to take any objection at any time in future on this account.

The Transferor/s doth hereby agrees, confirms and acknowledges to have received Rs. 3,00,000/- (RUPEES THREE LAKHS ONLY) out of Rs. 29,90,000/- (RUPEES TWENTY-NINE LAKHS NINETY THOUSAND ONLY) as an earnest money out of the consideration of the said flat, has been paid by following manner:-

DATE	PAYMENT MODE	BANK NAME & BRANCH	CHEQUE NO. TRANS ID./UTR NO.	AMOUNT
19/04/2024	CHEQUE	UNION BANK OF INDIA, Ghatkopar East Branch, Mumbai	104517	3,00,000/-
-	-	-	-	-
Total Amount →				3,00,000/-

It is declared by the Transferee/s that balance amount of Rs. 26,90,000/- (RUPEES TWENTY-SIX LAKHS NINETY THOUSAND ONLY) shall be paid by the Transferee/s BY WAY OF HOUSING LOAN FROM ANY FINANCIAL INSTITUTION OR ANY OTHER BANK.

- viii) The delivery of the possession of the said flat shall be handed over by the Transferor/s to the Transferee/s soon after balance amount of Rs. 26,90,000/- (Rupees Twenty-Six Lakhs Ninety Thousand Only) is effectively paid by the Transferee/s by way of Housing Loan from Any Financial Institution or Any Other Bank and receipt thereof acknowledged by the Transferor/s within on or before 45 days from the date of execution of this agreement. The Transferee/s hereby agree that if he fails to give balance amount within these 45 days then the said agreement for sale stands voidable at the option of

transferor/s and he/they may treat this agreement as cancelled and the charges for the cancellation will be borne by the Transferee/s

- ix) The Transferor/s have agreed to Transfer **his/her/their right to occupy the said flat** and all **his/her/their right, title and interest** therein as well as to transfer **his/her/their shares** in the said society to the Transferee/s on the following terms and conditions agreed to between the parties hereto:

Now it is agreed by and between the parties hereto as follows:

1. The Transferor/s agree to transfer and the Transferee/s agree to purchase the right to occupy of the Transferor/s and all his/their right, title and interest to and in the said flat together with all its fixtures and fittings at the lump sum price of **Rs. 29,90,000/- (RUPEES TWENTY-NINE LAKHS NINETY THOUSAND ONLY)**. The Transferees have seen the said flat and they accept the area of the said flat to be correct.
2. The Transferor/s have disclosed and given inspection of the document in **their possession relating to the said flat** to the Transferee and **he will not raise** any objection on the title.
3. On obtaining consent of the said society the Transferor/s shall deliver vacant possession of the said flat to the Transferee/s against payment of the said amount of **Rs. 29,90,000/- (RUPEES TWENTY-NINE LAKHS NINETY THOUSAND ONLY)** by the Transferee/s to the Transferor by way of completion of the sale.
4. It is mutually agreed between the parties that the aforesaid consideration includes the **cost of the shares, electric meter (if in case meter is faulty then it will be regularized and re-installed by the Transferor with zero liability to the Transferee)** and all amounts **standing** in the name of the Transferor/s in the said Society.

5. The said Flat/premises will be delivered to the Transferee/s in the condition of 'as-is-where-is' basis and thereafter the Transferee/s shall quietly and peacefully possess and occupy the said flat without any let-hindrance, denial, demand, interruption, eviction or any person equitably claiming through under or in trust for the Transferor/s. Transferor will not be liable to make any addition or alternations therein. **The Transferor/s hereby indemnify and keep Indemnified the said Transferee/s and her/his heirs, executors and administrators against any claim, demand, suit or other legal proceedings in respect of the said Flat/Premises by any other person claiming either lawfully and /or equitably, and shall see that the said transferee/s and his/her heirs, executors and administrators are not put to losses.**
6. On the delivery of vacant possession of the said flat **the Transferee/s will be the absolute Owner thereof with all rights of occupation** thereto as a member of the said society and thereafter the Transferor/s will have no right, title or interest therein.
7. **All the society's dues, electricity bill and current years Municipal Taxes upto the date of delivery of possession will be paid by the Transferor/s and thereafter the Transferee/s will be liable to pay the same.**
8. The Transferee/s upon being put into possession shall hold the said flat on and subject to the bye-laws of the society and the resolutions passed by the Society and the Managing Committee from time to time and as a member of the Society.
9. The Transferor/s have represented to the Transferee/s that:
 - (i) **They are the absolute owner/co-owners of the said flat and no other person has any interest therein.**

- (ii) that they have been in exclusive and peaceful possession and occupation of the said flat since it was purchased by him/her/them,
- (iii) that the developers who constructed the building have no claim against the said flat or the Transferor/s or whatsoever nature,
- (iv) that when the Transferor/s purchased the said flat **they were satisfied that the title** to the said flat was clear and marketable and is even now clear and marketable,
- (v) that on taking possession of the said flat the Transferee/s will be entitled to occupy the same without any claim or interruption from the Transferor/s or any other claiming under him/her/them,
- (vi) that they have paid all dues of the society up to date and **they will indemnify and keep indemnified the Transferee/s against any claim made for any period prior to the completion of sale in respect of the said flat.**

10. The Transferor/s are aware that relying on the said representations the Transferee/s has agreed to purchase the said flat.

11. The Transferor/s shall at the time of completion of the sale hand over to the Transferee/s:

- i) **the Certificate of Shares together with the Share Transfer form and**
- ii) **the original Agreement for Sale/Sale Deed of the said flat between the Developers and the Transferor/s, Agreement for Flat Allotment if any, all types of chain agreements or deed and all the other documents relating to the said flat in the possession of the Transferor/s.**

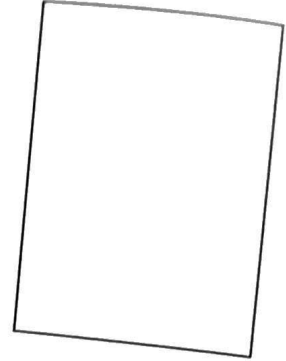
THE SCHEDULE ABOVE PROPERTY REFERRED TO :

All those residential premises being Flat bearing No. 602, on the 6th Floor, F Wing, area admeasuring about 27.03 Sq. Mtrs. Carpet + Exclusive area Balcony admeasuring about 2.50 Sq. Mtrs. Carpet and Exclusive are of Club admeasuring about 1.07 Sq. Mtrs., of the Building Project Known as "SHREEJI GARDEN" which is presently known as Shreeji Garden Wing F Co-Operative Housing Society Ltd., constructed on Gat No. 105, Hissa No. 2 Part, Plot No. 3, 4 & 5, Gat No. 110, Gat No. 111, Hissa No. 1+2, Gat No. 114, Gat No. 115 Part, area admeasuring about 9390 Sq. Mtrs., situated in MAUJE OR REVENUE VILLAGE – VALIVALI and or thereabouts at BADLAPUR (WEST), Taluka - Ambernath, Dist – Thane within the Local limits of KULGAON BADLAPUR MUNICIPAL COUNCIL and within the jurisdiction of REGISTRATION SUB-DISTRICT ULHASNAGAR and REGISTRATION DISTRICT THANE. (KBMC Property Tax No. 6001888 and MSEDCL Consumer No. 021742004624)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

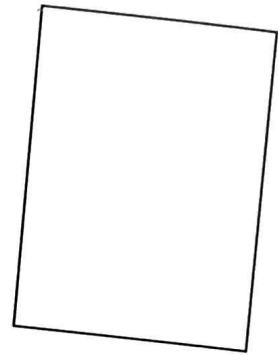
SIGNED AND DELIVERED BY THE
WITHIN NAMED 'THE TRANSFERORS/SELLERS'
1) MR. SURESH KRISHNA CHAVAN

Signature



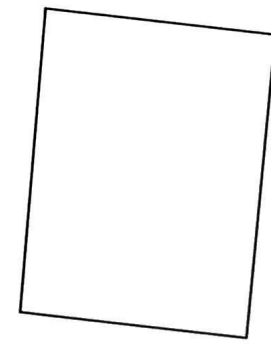
2) MRS. SUREKHA SURESH CHAVAN

Signature



SIGNED AND DELIVERED BY THE
WITHIN NAMED 'THE TRANSFEREE/PURCHASER'
MR. JAYESH JAGDISH SHINDE

Signature



IN THE PRESENCE OF:

1. MR. MAHENDRA RAMCHANDRA PAWAR

2. MR. AKSHAY JAGDISH SHINDE

RECEIPT

RECEIVED on the day and year first here above written, of and from the within named Transferee/s, a sum of **Rs. 3,00,000/- (RUPEES THREE LAKHS ONLY)** by way of **Cheque/RTGS/Online Transfer/ NEFT/IMPS** as an **earnest money** out of the consideration agreed to be paid by him to me/us as within mentioned.

DATE	PAYMENT MODE	BANK NAME & BRANCH	CHEQUE NO. TRANS REF NO.	AMOUNT
19/04/2024	CHEQUE	UNION BANK OF INDIA, Ghatkopar East Branch, Mumbai	104517	3,00,000/-
-	-	-	-	-
Total Amount →				3,00,000/-

Rs. 3,00,000/-

I/We Say Received
(Transferor/s)

I Say Given
(Transferee)

WITNESSES :-

2. MR. MAHENDRA RAMCHANDRA PAWAR _____

2. MR. AKSHAY JAGDISH SHINDE _____