

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on ___th Day of January 2024, BETWEEN **MR. SHRIDHAR H KATAKDHOND**, aged Years, having **PAN No.** _____ an adult Indian Inhabitants, residing at Flat B-308, 3rd Floor Bhakti Residency, in Dev Angan Building, Nallasopara (West), Taluka Vasai, Dstrict Palghar, 401203, hereinafter referred to as "**THE TRANSFEROR**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes his heirs, executors and administrators) of the **ONE PART** ;

AND

MR. ARUN ARJUN PATIL, aged 39 Years, having **PAN No. BMMPP8008A**, an adult Indian Inhabitant, presently residing at Room No 106, Sukhshanti Chs, A Wing, Sector 12-D, Kopar Khairne, Navi Mumbai – 400701 . and hereinafter referred to as "**THE TRANSFEREE**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS:

- 1). That by virtue of an Agreement dated **24/06/2008**, made and entered into between M/s BHAKTI ENTERPRISES. A Partnership firm, constituted under provisions of Indian Partnership Acts, 1932, having it's address at shop no. 1, Kedarnath Building, 6 Feets Road, Bhayanders (W), Thane - 401101, through it's Partner, therein referred to as "THE PROMOTERS" of the other part, the Builders, sold, transferred and conveyed in favor of the said **MR. SHRIDHAR H KATAKDHOND**, "**THE SAID FLAT**" for the consideration as more particularly set out in the said Agreement dated **24th June 2008**. Duly registered under document no. VASAI-3-6925-2008,

- a) 3). By virtue of above deed the "**THE TRANSFEROR**" herein, became the Absolute owner of Flat No. 308, on 3rd Floor in "B" Wing, in the Building "Dev Angan" , in the Bhakti Residency Complex, Nallsopara (West), Taluka Vasai, Dstrict Palghar, Thane 401203,

admeasuring 67.81 Sq. Meters, Built-up, possessed of and well and sufficiently entitled to Flat No. 308, on 3rd Floor in "B" Wing, in the Building "Dev Angan" , in the Bhakti Residency Complex, Nallsopara (West), Taluka Vasai, Dstrict Palghar, Thane 401203, (Which is referred to as "**THE SAID FLAT**"). That the various Owners of the Flats / Shops of the said building formed a Co- operative Society namely "Dev Angan" Co-operative Housing Society Limited registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. TNA/VSI/HSG/TC/20325/2008-2009 (hereinafter called "the said Society") and **MR. SHRIDHAR H KATAKDHOND** became one of the members of the said flat and by virtue of the membership in the said society he is holding 05 fully paid up Shares of Rs. 50/- each bearing No. 131 to 135 (both inclusive), under Share Certificate No. 027 issued on 21st day of March, 2010 (hereinafter referred to as SHARES);

- 4). "**THE TRANSFEROR**" is the bonafide registered member of Dev Angan Co-op Housing Society Limited.,
- 5). "**THE TRANSFEROR**" further declares that his title over "**THE SAID FLAT**" is marketable and free from all encumbrances.
- 6). "**THE TRANSFEROR**" has agreed to sell to "**THE TRANSFEREE**" and "**THE TRANSFEREE**" has agreed to purchase from "**THE TRANSFEROR**". "**THE SAID FLAT**", Flat No-308,3rd Floor, Building Dev Angan,in Bhakti Residency Complex, constructed on all that piece and parcel of land bearing Survey No.122 & 124, Village :Nilmore, Taluka : Vasai, Palghar District together with all right, title, interest, benefits, shares, sinking fund amount etc., on the following terms and conditions mutually agreed upon by and between the parties hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1). "**THE TRANSFEROR**" has agreed to sell, transfer and assign to "**THE TRANSFEREE**" and "**THE TRANSFEREE**" have agreed to purchase and acquire Flat No. 308,3rd Floor, Building Dev Angan, in Bhakti residency, Nalasopara (West), Taluka Vasai, District Palghar, Thane 401203,, constructed on all that piece and parcel of land bearing Surevy. No.112 & 124 Village :Nilmore, Taluka : Vasai,Palghar District. together with all

the rights, title, interest, benefits, sinking fund amount etc, at the lump sum price or full consideration of Rs. 56,00,000/- (Rupees Forty Nine Lakhs Seventy One Thousand Only).

- 2). **"THE TRANSFEREE"** has paid Rs. 50,000/- (Rupees Fifty Thousand Only) by Cash on 09/01/2024 and another Rs. 10,70,000/- (Rupees Ten Lakh Seventy Thousand Only) will be paid before the Registration to the **"THE TRANSFEROR"** as an advance before signing this agreement and remaining amount of Rs. 44,80,000/- (Rupees Fourty Four Lakhs Eighty Thousand Only/-) by availing loan from a financial institution within 45 days from the registration of this agreement and if **"THE TRANSFEREE"** fails to pay the said amount within the stipulated time this agreement will stand cancelled without any notice. **"THE TRANSFEROR"** hereby admit and acknowledge to have received from **"THE TRANSFEREE"** the sum of Rs. 50,000/- (Rupees Fifty Thousand Only/-) before execution of this Agreement being the advance amount for sale of **"THE SAID FLAT"**.
- 3). **"THE TRANSFEROR"** agrees and undertakes to handover to **"THE TRANSFEREE"** the vacant and peaceful possession of **"THE SAID FLAT"** against receiving the consideration amount in full as mentioned in clause 2 above.
- 4). **"THE TRANSFEROR"** hereby declares that he has in no way created any charge, claim or lien on **"THE SAID FLAT"** and that **"THE SAID FLAT"** hereby agreed to be sold is free from all claims, charges, lien, mortgage and encumbrances, should there be any claim from any person or person, Government, Semi-Government, Semi Government authorities against **"THE SAID FLAT"** **"THE TRANSFEROR"** do hereby agree and undertake to indemnify **"THE TRANSFEROR"** do hereby agree and undertake to indemnify **"THE TRANSFEREE"** against such claim.
- 5). **"THE TRANSFEREE"** is entitled to become the member of **"THE SAID SOCIETY"** and also agree to abide by the rules, regulations and byelaws of **"THE SAID SOCIETY"**.
- 6). **"THE TRANSFEROR"** agrees and undertakes to sign and execute, all acts deeds in favour of **"THE TRANSFEREE"** and/or in favour of **"THE SAID SOCIETY"** and/or in favour of other Government/Semi-Government authorities for the effective transfer of **"THE SAID FLAT"** and all incidentals thereof in the names of **"THE TRANSFEREE"**

- 7). **"THE TRANSFEROR"** agrees and undertakes to co-operate for getting **"THE SAID FLAT"** transferred in the records of **"THE SAID SOCIETY"** in the name of **"THE TRANSFEREE"** and get **"THE TRANSFEREE"** admitted as the member of **"THE SAID SOCIETY"** in place of **"THE TRANSFEROR"** and such transfer charges or donation payable to **"THE SAID SOCIETY"** on account of transfer of names will be borne by **"THE TRANSFEREE"** and **"THE TRANSFEROR"** equally.
- 8). **"THE TRANSFEROR"** has agreed to pay the society's dues, arrears and outgoings like maintenance, Municipal taxes, electricity charges, dues, repair fund etc., pertaining to **"THE SAID FLAT"** till the date of handing over possession of **"THE SAID FLAT"** to **"THE TRANSFEREE"**, and thereafter such charge will be paid by **"THE TRANSFEREE"** only, AND BOTH the Parties indemnified each other in this respect.
- 9). **"THE TRANSFEROR"** shall hand over to **"THE TRANSFEREE"** all the original document, other document pertaining to **"THE SAID FLAT"** and give peaceful vacant possession of **"THE SAID FLAT"** after receiving full and final payment of the consideration of **"THE SAID FLAT"**.
- 10). **"THE TRANSFEROR"** hereby declares that there are no prohibitory orders by any Government and/or local authority or injunction by any court restraining them from handing over and/or transferring **"THE SAID FLAT"**. **"THE TRANSFEROR"** further declares that no attachment have been levied on **"THE SAID FLAT"** and further agree to keep **"THE TRANSFEREE"** indemnified against any loss suffered by them on account of any liability of whatsoever nature if found in future for the period prior to handing over possession to **"THE TRANSFEREE"**.
- 11). Notwithstanding any act, deed, matter or thing whatsoever made, done, committed or omitted or knowingly or willingly suffered to the contrary by him, **"THE TRANSFEROR"** or by any person lawfully or equitably claiming or to claim by, from, through, under or in trust for them, **"THE TRANSFEROR"** now has in himself good right, full power and absolute authority to grant, sell, transfer, convey, assure and assign **"THE SAID FLAT"** to **"THE TRANSFEREE"** and handover quiet, vacant and peaceful possession thereof to **"THE TRANSFEREE"** in pursuance hereof as owner.

- 12). **“THE TRANSFEREE”** shall pay the necessary Stamp Duty to concerned Government authority on this Agreement and shall also lodge this Agreement for Registration and shall pay the Registration fees and **“THE TRANSFEROR”** agrees to co-operate with **“THE TRANSFEREE”** for completing the registration formalities.
- 13). Both the parties agree and confirm that the recitals appearing hereinabove form integral part of this Agreement as if the same are set out in the body of the Agreement and both the parties hereto deem to have recorded, repeated and confirm the recitals appearing hereinabove.
- 14). Both the parties hereto declare and confirm that they have understood the contents of this Agreement fully in their vernacular language and/or in English Language and they are fully aware about the legal status of binding upon them and their legal heirs.

PROPERTY SCHEDULE

Flat No. 308 of Built-up area admeasuring 67.81 sq. meters Carpet area, (which is inclusive of the area of balconies), on 3rd Floor in Wing ‘ B’ , in the Building Known as Dev Angan of Bhakti Residency, ALL THAT piece and parcel of non-Agricultural lands or grounds bearing Old Survey No. 122/1 & 124. area admeasuring 13510 Aq. Mtrs or thereabout, lying, being and situated at Village Nilemore, Taluka - Vasai, District - Thane, within the area of Vasai-Virar City Municipal Corporation, within the Local limits of Nallasopara Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and they year first herein above written.

SIGNED SEALED AND DELIVERED)

By the within named "**THE TRANSFEROR**")

MR. SHRIDHAR H KATAKDHOND)

PAN No. _____)

In the presence of

1)

2)

SIGNED SEALED AND DELIVERED)

By the within named "**THE TRANSFEREE**")

MR. ARUN ARJUN PATIL)

PAN No. _____)

In the presence of

1)

2)

RECEIPT

RECEIVED with thanks from **MR. ARUN ARJUN PATIL**, a sum of **Rs. 50,000/- (Rupees Fifty Thousand only.)** as an advance before execution of this Agreement being the part consideration amount for sale of Flat No. 308, Building Dev Angan, IN Bhakti Residency Complex, Nallasopara (West), Taluka Vasai, Dstrict Palghar, Thane 401203, as within mentioned.

<u>CHEQUE NO / CASH/RTGS.</u>	<u>DATE</u>	<u>AMOUNT</u>
CASH	09/01/2024	50,000/-

TOTAL RS. 50,000/- (RUPEES FIFTY THOUSAND ONLY)

I SAY RECEIVED

1) MR. SHRIDHAR H KATAKDHOND