

# **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mira Road on the \_\_\_\_ Day of \_\_\_\_\_ 2024 **B E T W E E N**

**MR. MIHIR RAJNIKANT MEHTA &**

**MR. VAIBHAV RAJNIKANT MEHTA**

Adults, Indian Inhabitants, residing at **Flat No. “404/Bldg. Type “C” Bldg. No. “C-6” known as “SHANTI VIHAR BLDG. NO. C-5/6” CO-OPERATIVE HOUSING SOCIETY LTD., at Shanti Vihar, Mira Road, (East), Thane-401 107,** hereinafter called the “**T R A N S F E R O R S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, executors, administrators and assigns) of the **PARTY OF THE FIRST PART A N D**

**(1)MR. DINESHBHAI BABUBHAI VAGHASIYA &**

**(2) MRS. ASHABEN DINESHBHAI VAGHASIYA**

Adults, Indian Inhabitants residing at **Flat “502/Bldg No. “C-6” “SHANTI VIHAR BLDG. NO. “C-5/6” CO-OPERATIVE HOUSING SOCIETY LTD., at Shanti Vihar, Mira Road, (East), Thane-401 107,** here in after called the “**T R A N S F E R E E S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, executors, administrators and assigns) of the **PARTY OF THE SECOND PART.**

## **W H E R E A S**

By an Agreement Dated **25th April, 1997** entered between **“M/S. Unique Star Construction”**, a Proprietary firm having office at 9 Arihant Apart., Dahisar (E), Mumbai referred as the Builders therein and **MR. LABHUBHAI MANJIBHAI PATEL** referred as the Purchaser therein (hereinafter called the First Purchaser) and the said Builders had sold to the First Purchaser and the First Purchaser herein had purchased and acquired from them a flat being the **FLAT No. “404” on the “4th” floor in the Building Type “C”, Bldg. No. “C-6” known as “SHANTI VIHAR BLDG. NO. C-5/6” CO-OPERATIVE HOUSING SOCIETY LTD.”**, situated at **Shanti Vihar, Mira Road, (E), Thane-401 107**, (hereinafter referred to the **“SAID FLAT”**) Admeasuring **“421” Sqft Carpet equivalent to “46.95”** Sq. Mtrs. Built-up area, for the price and on the terms and conditions mentioned therein on the land more particularly described in the schedule written hereunder.

## **A N D**

The said original Agreement Dtd. **25<sup>th</sup> April, 1997** was duly registered at the office of the Sub-Registrar of Assurances Thane under No. **“1077/1997” on 25-04-1997.**

**A N D**

The First Purchaser herein had paid entire purchase price of the said flat to the said **“BUILDERS”** and the said builders had confirmed that no amount is due and payable by the First Purchaser herein in respect of the said flat and the First Purchaser herein had taken quiet, vacant and peaceful possession of the said flat.

**A N D**

Subsequently by an Agreement for Sale Dtd. **14<sup>th</sup> February, 2018** entered between the First Purchaser **Mr. LABHUBHAI MANJIBHAI PATEL** referred as the Transferor therein and **MR. MIHIR RAJNIKANT MEHTA & MR. VAIBHAV RAJNIKANT MEHTA** referred as the Transferees therein and the Transferors herein have purchased and acquired the said flat being the **FLAT No. “404” on the “4th” floor in the Building Type ‘C’, Bldg. No. “C-6” known as “SHANTI VIHAR BLDG. NO. C-5/6” CO-OPERATIVE HOUSING SOCIETY LTD.”, situated at Shanti Vihar, Mira Road, (East), Thane-401 107** with all deposits and benefits thereof for the total consideration and on the terms and conditions mentioned therein and have paid entire consideration to their predecessors as per the Agreement duly registered at the office of the Sub-Registrar of Assurances Thane under No. **“TNN-10/1308/2018” on 14-02-2018** and completed all requisite formalities thereof and have taken peaceful, vacant possession of the said flat and were and till this day are in occupation of the said flat.

**a N D**

The Transferors herein represent that their Agreement for purchase of the said flat is valid and subsisting and they have not assigned the benefit of the said Agreement to anybody else by way of security or otherwise. The Transferors agree to sign any document, if required as and by way of confirmation of this Agreement or of the right of the Transferees to purchase the said flat under the terms of this Agreement.

**A N D**

The Transferors have agreed to sell and assign the SAID FLAT to the Transferees and Transferees have agreed to purchase and acquire from the Transferors the said flat with shares and benefits thereof being the **FLAT No. "404" on the "4th" floor in the Building Tyoe "C", Bldg. No.No. "C-6" known as "SHANTI VIHAR BLDG. NO. C-5/6" CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at **Shanti Vihar, Mira Road, (E), Thane-401 107**, with the fixtures, fittings and amenities provided therein for the total consideration of **Rs. 45,00,000/- (Rupees FORTY FIVE LAKHS Only)** and the Parties hereto are desirous of executing the **AGREEMENT FOR SALE** in respect thereof.

**A N D**

The construction of the said building was completed by the said Builders in accordance with the approved plan and sanction accorded by the local authorities and as per the Occupancy Certificate issued by the MIRA BHAYANDAR MUNICIPAL CORPORATION in the year “**2002**” copy of the same is annexed herewith for availing depreciation allowable on payment of stamp duty/registration fees.

**A N D**

The Agreement shall always be subject to the provisions of **Maharashtra Ownership Flats Act, 1963** and also the **M.C.S. Act, 1960** and the Rules made there under.

**A N D**

The Transferors are sole and absolute legal and lawful members of the **“SHANTI VIHAR BLDG. NO. C-5/6” Co-Operative Housing Society Limited**, A registered society of the premises in the building referred to hereinabove and registered under the provision of **M.C.S. Act, 1960 under No. “TNA/ (TNA)/ HSG/ TC/12825/2001/2002 DTD. 27-07-2001”** with its registered office in the same building.

AND WHEREAS the Transferors are registered share holder of “FIVE” fully paid-up shares of Rs. 50/- each bearing distinctive Nos. from “**196**” to “**200**” (both inclusive) issued by the said society under Share Certificate No. “**040**”.

**A N D**

The Transferees are desirous of acquiring the said shares along with rights, title and interest of the said flat with all deposits and contributions made by the Transferors and their predecessors with various local authorities for the peaceful beneficial, uninterrupted enjoyment and lawful occupation of the said flat.

**A N D**

The Transferors have agreed to sell, assign and transfer to the Transferees all the said shares including rights, title and interest, liberty, privilege of the said flat to the Transferees for the total consideration of **Rs. 45,00,000/- (Rupees FORTY FIVE LAKHS Only)** inclusive of all deposits and contributions made by the Transferors and their predecessors with various local authorities for the peaceful beneficial and un-interrupted enjoyment and lawful occupation of the said flat.

**A N D**

The Transferors have represented to the Transferees:

- That the Transferors have not entered into any Agreement with any person in respect of the said flat.
- That Transferors have not transferred, assigned their rights, title and interest in respect of the said Flat with any person or persons.

- That except the Transferors no other person or persons have any rights in the said flat and the Transferors being the owner of the said flat have full and absolute right to assign and transfer all rights, title and interest in the said flat in favour of the Transferees.
- The said flat is not affected by any lispendens or insolvency proceeding or any prohibitory orders from the Income Tax Department or any other Authority restraining the Transferors from dealing with possession of the said flat or any part thereof.

The Transferees hereby covenant with the Transferors as follows:

- (a) That the Transferees from the date they are put in possession of the said flat, shall regularly pay to the said society and all concerned authorities the dues in respect of the said flat.
- (b) The Transferees shall observe, perform and abide by the bye-laws, rules and regulations of the society from time to time in force.

**A N D**

The Transferees acting on the faith of the representations and assurances as aforesaid made by the Transferors, the Transferees have agreed to purchase the said shares and rights of the said flat with all deposits and benefits thereof at and for the total consideration as aforesaid and to get the membership and the said shares transferred in their name with permanent right of use and occupation of the said flat.

**:: NOW THIS INDENTURE WITNESSETH AS UNDER ::**

1.The Transferors shall sell, assign and transfer to the Transferees all their rights title and interest in respect of the said flat together with all deposits and benefits thereof to the Transferees for the total consideration of **Rs. 45,00,000/- (Rupees FORTY FIVE LAKHS Only)** and the Transferees shall pay to the Transferors entire fixed amount of the agreed consideration of **Rs. 45,00,000/- (Rupees FORTY FIVE LAKHS ONLY)** in the following manners:

**Rs. 20,00,000/-**-The Transferees have paid to the Transferors on/or before execution hereof being the part payment of the agreed consideration.

**Rs. 25,00,000/-** - The Transferees shall pay to the Transferors on/or before \_\_\_\_\_ being the balance amount of the amount of the agreed consideration through housing loan scheme of any financial institution and against vacant and peaceful possession of the said flat.

(TIME IS THE ESSENCE OF THE CONTRACT)



The Transferors both and each of them hereby admit and acknowledge that they have received the said sum of **Rs. 20,00,000/- (Rupees TWENTY LAKHS Only)** being the part payment of agreed consideration and the Transferors shall acquit, release and discharge every part thereof to the Transferees forever only on receipt of the balance amount of agreed consideration as mentioned herein above.

2. The Transferors declare that all amounts pertaining to the said flat and the said shares are fully paid up and no dues of any nature whatsoever to the said builders or the said society and also agrees and undertakes to pay all dues if any to the said society or any other authorities including the difference of stamp duty, registration charges, municipal and assessment taxes or any penalty thereof for the period till the possession of the said flat is handed over to the Transferees and thereafter they will not be liable for the same.

3. The Transferors declare that they have obtained necessary permission from the said society as required under the **Rule 38 (a) of the Bye -Laws** of the said society to transfer all rights, title and interest in respect of the said flat including shares and deposits in favour of the Transferees and agree and undertake to co-operate and assist with the Transferees for perfectly and effectively transferring the same flat with all benefits thereof unto the Transferees.

4. The Transferors declare that they have full right and absolute power and authority to sell, assign and transfer to the Transferees all her rights, title and interest in respect of the said flat and that no other person or persons has/have any right title and interest or claim or demand of any nature whatsoever into over upon the said flat or any part thereof either by way of sale, exchange, mortgage, gift, trust, lien or tenancy etc. or otherwise the said flat is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agree and undertake to indemnify and keep indemnified to the Transferees against all such acts, actions, claims, demands, proceedings, costs and expenses arising from any third person or persons relating to the said flat.

5. The Transferors hereby agree and undertake that immediately on receipt of the balance amount of agreed consideration as mentioned in clause (1) herein they will hand over peaceful vacant possession of the said flat to the Transferees along with all relevant original Title Deed and documents including original chain of Agreements, receipts, vouchers, correspondence etc. standing in their name and received from their predecessors.

6. The Transferors declare that on giving possession of the said flat to the Transferees, the Transferees shall be exclusive owner of the rights, title and interest in respect of the said flat which the Transferors have in the said flat and then the Transferees shall peacefully hold, possess, occupy and enjoy the said flat without any let or hindrance or denials or demand or interruption or eviction or claim by the Transferors or any other person or persons lawfully or equitably claiming through under or entrust of the Transferors.

7. The Transferors hereby agree and undertake to execute all Agreements, conveyance, affidavits, undertakings, indemnities and forms etc. in favour of the Transferees as and when required by the Transferees and/or the said society for perfectly and effectively transferring the said flat with all benefits thereof including all amount standing to the credit of the Transferors in the records of the society towards deposits, loan, stock bonds, sinking funds, dividend etc. unto the Transferees.

8. This Agreement has been concluded between the parties hereto on the basis of the representation of the Transferors that their Agreement under the original Agreement of their predecessor with the builders for purchase of the said flat and their membership with the said society are valid and subsisting and no notice of requisition or acquisition has been received by them. The Transferees declare that they have inspected all the documents of title in respect of the said flat and fully satisfied with the same.

9. All expenses incidental to the Agreement including stamp duty, registration fees etc. payable on the Agreement shall be borne and paid by the Transferees only who shall also be liable to pay all outgoings in respect of the said flat as and when due for payment from the date of possession. It is further agreed that any transfer premium payable to the said society shall be shared equally.

**: THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:**

**FLAT No. "404" on the "4th" floor in the Building Type "C", Bldg. No. "C-6" known as "SHANTI VIHAR BLDG. NO. C-5/6" CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at **Shanti Vihar, Mira Road, (East), Thane-401 107, Admeasuring "421" Sqft Carpet area equivalent to "46.95" Sq. Mtrs.** Built-up area on all that piece and parcel of land being lying at Village **Bhayandar** in Taluka and Dist. **Thane** within the limits of the **Mira Bhayandar Municipal Corporation** and in the registration district and sub-district Thane and bearing **Bhayandar Survey No. 743(P) New S NO. 135(P) & S No, 744 (P) New S No. 136(P).**

**Year of Construction: O.C. 2002**

**STRUCTURE: GROUND/STILT + 06 UPPER FLOORS**

**DEPRECEATION ALLOW: \_\_\_\_\_% (OC ATTACHED)**

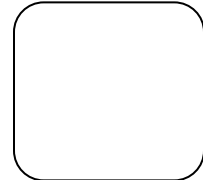
**IN WITNESS WHEREOF THE PARTIES** hereto and hereunto set and subscribed their respective hands to these presents on the day and the year first hereinabove written.

SIGNED & DELIVERED by the

Within named "**T R A N S F E R O R S**"

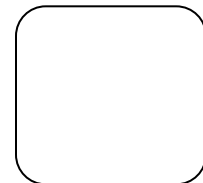
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**MR. MIHIR RAJNIKANT MEHTA &**



\_\_\_\_\_

**MR. VAIBHAV RAJNIKANT MEHTA**



In the presence of

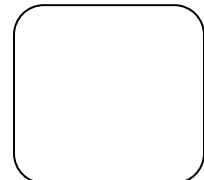
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SIGNED & DELIVERED by the

Within named "**T R A N S F E R E E S**"

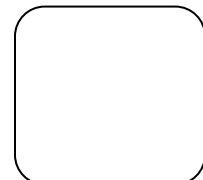
\_\_\_\_\_

**MR. DINESHBHAI BABUBHAI VAGHASIYA &**



\_\_\_\_\_

**MRS. ASHABEN DINESHBHAI VAGHASIYA &**



In the presence of

\_\_\_\_\_

**R E C E I P T**

RECEIVED ON/OR BEFORE EXECUTION HEREOF OF AND FROM THE WITHIN NAMED TRANSFEREES A SUM OF **Rs. 20,00,000/- (Rupees TWENTY LAKHS Only)** BEING THE PART PAYMENT OF AGREED CONSIDERATION AS MENTIONED HEREIN AND PAID TO US IN THE FOLLOWING MANNERS:-

<b>Rs.5,00,000/-</b>	<b>CHQ No. 035327</b>	<b>Dtd. 02-07-2024</b>
<b>Rs. _____/-</b>	<b>CHQ No. _____</b>	<b>Dtd. _____</b>
<b>Rs. _____/-</b>	<b>CHQ No. _____</b>	<b>Dtd. _____</b>
<b>Rs. _____/-</b>	<b>CHQ No. _____</b>	<b>Dtd. _____</b>

**Drawn on UNION BANK OF INDIA**

=====

**Rs. 20,00,000/-**

===== (Subject to realization)

WE SAY RECEIVED **Rs. 20,00,000 /-**

**(MIHIR RAJNIKANT MEHTA) (VAIBHAV RAJNIKANT MEHTA )**

TRANSFERORS

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_

**R E C E I P T**

RECEIVED ON \_\_\_\_\_ OF AND FROM THE WITHIN NAMED TRANSFEREES A SUM OF **Rs. 25,00,000/- (Rupees TWENTY FIVE LAKHS Only)** BEING THE BALANCE/FULL AND FINAL PAYMENT OF AGREED CONSIDERATION AGAINST FLAT NO. 404/C-6-SHANTI VIHAR BLDG. NO. C-5/6 CHS. LTD., SHANTI VIHAR, MIRA ROAD (E), THANE AND PAID TO US IN THE FOLLOWING MANNERS:-

**Rs. 25,00,000/-**      **CHQ/PO NO.** \_\_\_\_\_ **DTD.** \_\_\_\_\_  
**DRAWN ON** \_\_\_\_\_

=====

**Rs. 25,00,000/-**

===== (Subject to realization)

WE SAY RECEIVED **Rs. 25,00,000/-**

**(MIHIR RAJNIKANT MEHTA)( VAIBHAV RAJNIKANT MEHTA)**

TRANSFERORS

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_



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**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024**

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**B E T W E E N**

**MR.MIHIR RAJNIKANT MEHTA &**

**MR. VAIBHAV RAJNIKANT MEHTA**

...Transferors

**A N D**

**MR. DINESHBHAI BABUBHAI VAGHASIYA &**

**MRS. ASHABEN DINESHBHAI VAGHASIYA**

...Transferees

**AGREEMENT FOR SALE**