

**: AGREEMENT FOR SALE :**

ARTICLES OF AGREEMENT made at Virar on this ..... day of ....., in the Christian year 2024.

**: B E T W E E N :**

**1)MRS. MAITHILI MAHADEV TELI, age 42 years, Pan Card :-(AYUPT8699L),**  
**2) MR. MAHADEV NARAYAN TELI, Alias MR. MAHADEO NARAYAN TELI**  
**age 52 years Pan Card :-(AIMPT5317M), Indian Inhabitant, having address at-**  
**Shivgangawadi Lore-1, Kankavali Lore, Sindhudurg, Maharashtra-416601,.**  
hereinafter referred to as the “**TRANSFERORS**” (Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, her heirs, executors, attorney, assigns and administrators) of the ‘**FIRST PART**’.

**A N D**

**MRS. VARSHA PRADIP SHETE, Age 32 Year, Pan Card :-(GOCPS1961A),**  
Indian Inhabitant, residing at-Room No.03, Sai Ganesh Apartment, Narangi Road, Near G.M.Bar, Bappa Sitaram Nagar, Virar East, Vasai, Palghar-401305.  
hereinafter referred to as ‘**TRANSFEREES**’ (Which expression shall it be repugnant to the context or meaning thereof mean and includes Her heirs, executors, attorney, assigns and administrators) of the ‘**SECOND PART**’.

**W H E R E A S :**

- a) By an Agreement for Sale dated- 16<sup>th</sup> Day of September, 2022 duly registered with the Sub. Registrar Vasai, bearing Registration No. VASAI-2-15850/2022, Dated –16/09/2022 between **M/S. FIN WHALES LIFESTYLE LLP**, therein referred to as the “**BUILDER**” of the had sold, transferred and assigned all the rights, title in the residential premises aforesaid **Flat No. 1202, On Twelfth Floor**, admeasuring **22.30 Sq. mtr (Carpet area)** Building Known as “**MRIDA HOMES HASHA HEIGHTS**” Virar East, Vasai, Palghar-401305 Lying being and situated at Village-Naringi, Taluka-Vasai, Dist- Palghar to **1)MRS. MAITHILI MAHADEV TELI & 2) MR. MAHADEV NARAYAN TELI, Alias MR. MAHADEO NARAYAN TELI**, (therein referred to as the “**The Transferors**”) on the terms and condition mentioned in the Said agreement.
- b) AND WHEREAS the Transferors is the absolute and owner and in possession of the said Flat and well and sufficiently entitled to the said Flat.
- c) AND WHEREAS the Transferors intends to sell and transfer the said Flat along with his right to use and occupy the said Flat in the said Building AND WHEREAS the Transferees is interested in purchasing the said **Flat No. 1202, On Twelfth Floor**, admeasuring **22.30 Sq. mtr (Carpet area)** Building Known as “**MRIDA HOMES HASHA HEIGHTS**” Virar East, Vasai, Palghar-401305 Lying being and situated at Village-Naringi, Taluka-Vasai, Dist- Palghar.
- d) The Said Flat is being purchased by the Transferees for residential purpose and to which the provisions of the Maharashtra Ownership Flats ( Regulation of the promotion of Construction Sale Management and Transfer ) Act, 1963 apply.
- e) AND WHEREAS the Transferors has agreed to transfer Their rights, title and interest along with the said Flat, together with right to use and occupy the said Flat for the total consideration of **Rs. 25,50,000/ (Rupees Twenty Five Lakh Fifty Thousand only)** to the Transferees on the following terms and conditions.

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

- 1) The Transferees have paid to the above said Transferors on or before this day, a sum of **Rs. 2,55,000/ (Rupees Two Lakh Fifty Five Thousand only)** as part payment towards Purchase Cost as agreed above & the receipt whereof the Transferors does hereby admit & acknowledge the same hereunder and balance amount of **Rs. 22,95,000/ (Rupees Twenty Two Lakh Ninety Five Thousand only)** shall be Paid at the time sanctioning Housing Loan from Bank/Financial Institute and taking vacant possession of the said flat or in manner the Transferees will arrange to pay the above said balance amount within **45 days** from the execution of this Agreement.
- 2) Time for payment is the essence of this agreement if Transferees fails to do so; Transferors has RIGHT TO CANCEL this agreement by giving notice to the Transferees. After failing which this agreement shall be treated as Null & Void and stand Cancelled automatically.
- 3) The Transferors Will deliver peaceful and vacant possession of the said Flat after receiving full consideration from the Transferees and shall allow the Transferees to occupy and enjoy the use of the said Flat without any hindrance, denial, demand, interruption or eviction by the Transferors and/or any other person/s lawfully or equitably claiming through them or in trust for the Transferors.
- 4) The Transferors hereby declare that they has paid all dues towards the Municipal taxes, electric and water charges, maintenance charges etc., in respect of the said Flat for the period ending on the day previous to the execution of this agreement. The Transferors hereby agree and undertake to indemnify and keep indemnified the Transferees against payment of such charges for the said period.
- 5) The Transferors also covenant with Transferees to sign and deliver all the applications, from, undertaking and other records for the said Flat & shares from the name of Transferors to the name of Transferees in the records of the society and the authorities concerned.

- 6) The Transferees shall have no claim save and except in respect of the Flat hereby purchased by them, the common passages and the common amenities provided by the builders in the said building.
- 7) The Transferees shall lodge the said agreement for registration and on intimation the Transferors shall remain present for admitting execution. The expenses of stamp duty, registration charges and advocates fees shall be borne by the Transferees alone.
- 8) The Society/Builder transfer charges shall be borne by both the parties equally.
- 9) The Transferees shall bear and regularly pay to the Society, their contribution towards the Municipal taxes, water and electric charges, maintenance charges etc., from the date hereof So long as the Flat in the said building shall not be assessed separately for the aforesaid charges, the Transferees shall pay their share thereof on the whole estate in proportion to the area of the room hereby purchased by them.
- 10) The Transferees 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 defects in the said construction.
- 11) The Transferors declare that no person except Their self, has any share, right, title or interest of whatsoever nature in the said Flat and further declare that she has not entered into any agreement for sale, agreement to lease or any other agreement in respect of the said property or part thereof, Further the Transferors hereto has agreed to get clear all obstacles with Their own costs and expenses, if any.
- 12) The Transferees shall be entitled to have and hold the possession, occupation and use of the said Flat and can hold the same from the unto and to the use and benefit of the Transferees, Their heirs, successors and assigns forever, without any claims, charges, interest, demand or lien of the Transferors or any person or persons on her behalf or who may claim

through Their or in trust from Their subject to only on the part of the Transferees to pay all taxes, assessments, charges, dues and calls made by the society, government or any other local authority or corporation from the date of execution of this agreement onwards in respect of the said Flat.

- 13) Save as otherwise provided hereinabove all out of pocket costs, charges and expenses of and incidental to 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 Transferees alone and each party shall bear and pay their own advocate's fees.
  
- 14) This agreement is subject to the provisions of Maharashtra Ownership Flats ( Regulation of provisions of Construction Sale Management and Transfer ) Act, 1963 and Co-operative Societies Act 1960 with rule made thereunder.

IN WITNESSES WHEREOF THE PARTIES HERE TO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

**THE SCHEDULE ABOVE REFERRED TO FLAT**

**Flat No. 1202, On Twelfth Floor, admeasuring 22.30 Sq. mtr (Carpet area)**  
Building Known as **“MRIDA HOMES HASHA HEIGHTS”** Virar East, Vasai, Palghar-401305 constructed on land being Survey no.231, Hissa No.2,7,8,9,10 lying, being and situate at Village-NARINGI, Tal- Vasai, Dist- Palghar, within area of sub-registrar at Vasai. And within the limits of Vasai Virar City Municipal Council.

SIGNED AND DELIVERED by the

With in named **“THE TRANSFERORS”**

**1)MRS. MAITHILI MAHADEV TELI,**

**2) MR. MAHADEV NARAYAN TELI,**

**Alias MR. MAHADEO NARAYAN TELI,**

In the presence of .....

WITNESSES :-

1.

2.

SIGNED AND DELIVERED by the

With in named **“THE TRANSFEREE”**

**MRS. VARSHA PRADIP SHETE,,**

In the presence of .....

WITNESSES :-

1.

2.

**: RECEIPT :**

**Received** of from the with in named sum of **Rs. 2,55,000/ (Rupees Two Lakh Fifty Five Thousand only)** by Cheque as Part payment towards sell of **Flat No. 1202, On Twelfth Floor, admeasuring 22.30 Sq. mtr (Carpet area)** Building Known as **“MRIDA HOMES HASHA HEIGHTS”** Virar East, Vasai, Palghar-401305 constructed on land being Survey no.231, Hissa No.2,7,8,9,10 lying, being and situate at Village-NARINGI, Tal- Vasai, Dist- Palghar, within area of sub-registrar at Vasai. And within the limits of Vasai Virar City Municipal Council.

Date	Bank Name/Cash	Cheque No	Amount
<b>05/06/2024</b>	<b>Bank Of India</b>	<b>294311</b>	<b>51,000/-</b>
<b>16/07/2024</b>	<b>Bank Of Baroda UPI Transaction ID:- 456445857728</b>		<b>49,000/-</b>
<b>24/07/2024</b>	<b>Bank Of Baroda UPI Transaction ID:- 457208588834</b>		<b>54,000/-</b>
<b>29/07/2024</b>	<b>Bank Of India</b>	<b>294312</b>	<b>1,00,000/-</b>
<b>29/07/2024</b>	<b>Bank Of Baroda UPI Transaction ID:- 421167450557</b>		<b>1,000/-</b>
		<b>TOTAL</b>	<b>2,55,000/-</b>

WITNESSES :-

I say I have received

1.

2.

1)MRS. MAITHILI MAHADEV TELI,

2) MR. MAHADEV NARAYAN TELI,  
Alias MR. MAHADEO NARAYAN TELI,  
'TRANSFERORS'