

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Dombivli, Taluka Kalyan, Dist. Thane on this \_\_\_\_\_ day of September, **2024**.

B E T W E E N

**MR. CHANDRASHEKHAR PRABHAKAR DIXIT**, Age 64 Years, (PAN No. AAPPD9036Q), Residing at : 102-A 102B, Rachana Topaz CHS Ltd., Babu Datar Road, Near Joshi High School, Dombivli East, Tal. Kalyan, Dist. Thane, Maharashtra, 421201 hereinafter called the “**THE TRANSFEROR**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators, nominees, and assigns) of **THE FIRST PART**;

**AND**

**MR. HARSHAD MUKUND GADKARI**, Age 33 Years, (PAN No. AUQPG1331A) and **MRS. ALKA HARSHAD GADKARI**, (Before Marriage Miss. Alka Shriram Joshi) Age 33 Years, (PAN No. AUDPJ4392H), Both residing at :B/41, Shanti Sagar Krupa, Nehru Road, Near Ganpati Mandir, Dombivli East, Tal.- Kalyan, Dist.-Thane, Maharashtra, 421201, hereinafter called "**THE TRANSFEREES**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, nominees and assigns) of **THE OTHER PART**;

**WHEREAS** MR. CHANDRASHEKHAR PRABHAKAR DIXIT and others were the joint owners of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane, by virtue of Mutation Entry No. 51;

**AND WHEREAS** by Development Agreement dated 12/11/2013, bearing Registration No. 5959/2013, land owners have granted Development Rights of the said land in favour of M/s Rachana Projects;

**AND WHEREAS** after obtaining valid construction permission from Kalyan Dombivli Municipal Corporation on 28/01/2014, M/s Rachana Projects have constructed a multistoried building Known as Rachana Topaz on land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane;

**AND WHEREAS** the society of all flat purchasers are formed by name **“RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED”**, bearing Registration No. TNA/DOM/HSG/TC/27929/2015 on 14/08/2015;

**AND WHEREAS** M/s Rachana Projects has allotted **Flat No. 102/A and Flat No. 102/B, on the 1<sup>st</sup> Floor, area admeasuring 983.18 Sq. Ft. carpet, total built-up area 1376.45 sq.ft., in the building known as “RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED”, Bapu Datar Road, Near Joshi High School, Dombivli East, standing on the plot of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane** ”(hereinafter referred to as the said flat) to MR. CHANDRASHEKHAR PRABHAKAR DIXIT as a consideration for development of land by way of Agreement for Allotment dated 23/12/2015, registered with the office of Sub-Registrar Kalyan-4 at sr. no. 8840/2015;

**AND WHEREAS** **““RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED”**, has issued the Share Certificate No. 2 and distinctive no’s. 11 to 20 (both inclusive) in the name of MR. CHANDRASHEKHAR PRABHAKAR DIXIT;

**AND WHEREAS** the transferor is the absolute owner of a self contained residential **Flat No. 102/A and Flat No. 102/B, on the 1<sup>st</sup> Floor, area admeasuring 983.18 Sq. Ft. carpet, total built-up area 1376.45 sq.ft., in the building known as “RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED”, Bapu Datar Road, Near Joshi High School, Dombivli East, standing on the plot of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane** 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 herein is in exclusive possession and occupation of the said Flat and is otherwise well and sufficiently entitled of the Flat;

**AND WHEREAS** the transferor is desirous of selling/transferring the said Flat to prospective purchasers;

**AND WHEREAS** the Transferees on gaining knowledge about the same approached the transferor, and after successful negotiation between the parties hereto, the transferor agreed to sell to the Transferees and the Transferees herein agreed to purchase from the transferor, the said Flat along-with all his right, title, interest and easements in the said Flat and his interest in the capital and property of the said society and the possession of the said Flat for total price or consideration of **Rs. 1,16,00,000/- (Rupees One Crore Sixteen Lakhs Only)** and on certain terms and conditions mutually agreed by and between the parties;

**AND WHEREAS** there are No Dues of the said society regarding maintenance and/or any other charges in respect of the said Flat as on date, and the Authorized Officers of the said society has accorded its consent of the proposed transfer by letter dated \_\_\_\_\_.

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

1. The Transferor hereby agrees to transfer his right, title and interest in the said **Flat No. 102/A and Flat No. 102/B, on the 1<sup>st</sup> Floor, area admeasuring 983.18 Sq. Ft. carpet, total built-up area 1376.45 sq.ft., in the building known as "RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED", Bapu Datar Road, Near Joshi High School, Dombivli East, standing on the plot of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane** and his interest in the capital and property of the said Society and possession of the said Flat to the Transferees at or for the price or consideration of **Rs. 1,16,00,000/- (Rupees One Crore Sixteen Lakhs Only)**. The Transferees herein have paid and agreed to pay **Rs. 1,16,00,000/- (Rupees One Crore Sixteen Lakhs Only)** in the following manner:-

Sr. No.	Mode of payment	Date	Name of Bank	Amount
1.	Cheque No. 864461	14/09/2024	Axis Bank Ltd.	2,00,000/-
			Total	Rs. 2,00,000/-

The Transferors hereby admits and acknowledges to have received part payment of consideration amount of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** as mentioned hereinabove.

It is further agreed by and between parties hereto that the balance consideration amount after considering above, of **Rs. 1,14,00,000/- (Rupees One Crore Fourteen Lakhs Only)** shall be paid by the Transferees through their own source or by obtaining loan from bank or financial institution, directly to the Transferor within 60 days from the date of registration of this presents. The Transferor will acknowledge Receipt of amount with detail for each amount received from the Transferees towards consideration.

Nothing contained in these presents shall be considered as a Transfer, Assignments, demise, sale or conveyance of the said right, title and interest on the said premises till the full and final amount is paid by the Transferees to the Transferor herein as agreed herein before.

2. The amount of Membership, Transfer Fees payable to the Society if any shall be borne and paid by the Transferor & Transferees equally.
3. The amount of Stamp Duty and Registration Fees payable in respect of this Agreement shall be borne and paid by the Transferees alone.
4. The Advocate's Fees in respect of this Agreement shall be borne and paid by the Transferees alone.
5. The Transferor shall give to the Transferees vacant and peaceful possession of the said Flat immediately on the Transferees making the full and final payment as mentioned in these presents.

6. The Transferor shall, at the time of giving possession of the said flat, advise the said Society to transfer his right, title and interest in the capital and property of the society to the name of the Transferees.
7. The Transferor shall transfer his interest in the capital and property of the said Society and all amounts including the amount of the Sinking Fund standing to his credit in the books of the said Society to the name of the Transferees and shall execute necessary documents and do or cause to be done all such other acts, matters and things, deemed necessary for effectively transferring the said Flat, Electricity Meter, Property Tax Bill if any to the name of the Transferees without charging any extra price thereof.
8. On the Transferor delivering possession of the said Flat to the Transferees and on admission as the member thereof the Bye-Laws of the said Society shall be binding upon the Transferees and that they undertake to pay and discharge all calls, demands, contribution and dues which the said Society may make in respect of the said Flat thereafter.
9. The Transferor hereby covenant with the Transferees that after transfer of the said Flat, the Transferees shall be entitled to quietly and peacefully possess, occupy and enjoy the said Flat without any hindrance, denial, demand, interruption or eviction by the Transferor or by any other person or persons lawfully or equitably claiming through, under or in trust for the Transferor.
10. The Transferees shall, on the payment of full consideration as agreed upon hereinabove to the Transferor in respect to the said Flat, be entitled to have and to hold possession, occupation and enjoyment of the said Flat and the Transferees shall hold the same unto and to the use and benefit of the Transferees, their heirs, successors and assigns forever, without any claim, charge, right, interest, demand or lien of the Transferor or any person or persons claiming through or under them, or in trust for them, subject to payment of all taxes, assessments, dues or calls made by the said Society, Government, Revenue and/or Local Authorities in respect of the said Flat by the Transferees.

11. The Transferees hereby covenant with the Transferor that, they will not use the said Flat for the purpose which is expressly prohibited by the Bye-laws of the said Society or any other law for the time being in force.
12. The Transferor has disclosed and given inspection of all the documents in his possession relating to the title of the said Flat and Transferees will not raise any objection with respect to the title thereof.
13. The Transferor is aware that relying on the said representations the Transferees have agreed to purchase the said Flat.
14. The transferees hereby agree that they will use the said flat only for residential purpose and will not use the said flat for the purpose for which it is allotted without prior written consent of the society.
15. All the Society's Dues, Municipal Property Tax and Electricity Bill in respect of the said Flat, up to the date of delivery of possession will be paid by the Transferor and thereafter the Transferees will be liable to pay the same.
16. The Transferor will be bound to execute any other document as may be required by the Transferees to complete their title in respect of the said Flat.
17. The Transferor declare that, the said Flat is not subject to any lispendens or any insolvency proceedings and there are no prohibitory orders passed by the Income Tax Department or by any other competent Authority against the Transferor thereby restricting the Transferor from selling, disposing of or otherwise parting with the possession of the said Flat or the said Shares.
18. The Transferor hereby declares that:-
  - i) There is no outstanding loan in respect of the said flat, and will handover the original document of title to the Transferees at the time of execution of said agreement.
  - ii) They have not earlier agreed to transfer the said Flat to anyone else;

19. On the execution of these presents the Transferor will hand-over to the Transferees the following documents:-
- i) All Original documents relating to the title of the said Flat in the possession of the Transferor.
  - ii) Original Share Certificate.
20. If the Transferor commits default in completing the transfer as aforesaid, the Transferees will be entitled to cancel this agreement by giving fifteen days prior notice and in that event the Transferor will be liable to refund all the amount paid by the Transferees without interest.
21. If the Transferees commit default in the payment of the consideration as stipulated hereinabove, the Transferor will be entitled to cancel this agreement by giving fifteen days prior notice and in that event the Transferor will be liable to refund the entire amount paid by the Transferees without interest.
22. This agreement is subject to the provisions of The Maharashtra Ownership of Flat Act, 1963 and rules framed there-under and subject to the provisions of The Maharashtra Co-Operative Societies Act, 1960 and rules framed there-under.

### **THE SCHEDULE OF THE PROPERTY**

**ALL THAT PIECE AND PARCEL OF Flat No. 102/A and Flat No. 102/B, on the 1<sup>st</sup> Floor, area admeasuring 983.18 Sq. Ft. carpet, total built-up area 1376.45 sq.ft., in the building known as "RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED", Bapu Datar Road, Near Joshi High School, Dombivli East, standing on the plot of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thane.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS, THE DAY AND YEAR HEREINABOVE WRITTEN;

SIGNED AND DELIVERED

BY THE WITHIN NAMED **TRANSFEROR**

Sign	Photo	Left hand thumb Impression
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**MR. CHANDRASHEKHAR PRABHAKAR DIXIT**

SIGNED AND DELIVERED

BY THE WITHIN NAMED **TRANSFEREES**

Sign	Photo	Left hand thumb Impression
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**MR. HARSHAD MUKUND GADKARI**

Sign	Photo	Left hand thumb Impression
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**MRS. ALKA HARSHAD GADKARI**

**(Before Marriage Miss. Alka Shriram Joshi)**

IN THE PRESENCE OF:

1.

2.

**PART PAYMENT RECIEPT**

Date: - \_\_\_\_\_

RECEIVED on and from **MR. HARSHAD MUKUND GADKARI**, (PAN No. AUQPG1331A) and **MRS. ALKA HARSHAD GADKARI (Before Marriage Miss. Alka Shriram Joshi)** the Transferees herein a sum of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** as a **part payment** of the price or sale consideration of **Flat No. 102/A and Flat No. 102/B, on the 1<sup>st</sup> Floor, area admeasuring 983.18 Sq. Ft. carpet, total built-up area 1376.45 sq.ft., in the building known as "RACHANA TOPAZ CO-OPERATIVE HOUSING SOCIETY LIMITED", Bapu Datar Road, Near Joshi High School, Dombivli East, standing on the plot of land bearing City Survey No. 4323 and 4324, at Village- Chole, Taluka- Kalyan, District Thanein** the following manner-

Sr. No.	Mode of payment	Date	Name of Bank	Amount
1.	Cheque No. 864461	14/09/2024	Axis Bank Ltd.	2,00,000/-
			Total	Rs. 2,00,000/-

**I Say Received Rs. 2,00,000/-**

**MR. CHANDRASHEKHAR PRABHAKAR DIXIT**

Witness:

1.

2.



# *SAMEER S. TONDAPURKAR*

*B.COM. LL.B.*

*ADVOCATE*

OFFICE ADDRESS :- Flat No. 03, 'B' wing, Ground Floor, Chitrakut CHS Ltd., Ram Ganesh Gadkari Path, behind karawa Hospital, Near CKP Hall, Dombivli (E) , DIST-THANE. Mobile No.- 9082220223, 8080727264, E-mail- [tondapurkarsameer@gmail.com](mailto:tondapurkarsameer@gmail.com) . [ssoffice71@gmail.com](mailto:ssoffice71@gmail.com)

Date: 17/09/2024

To,

MR. HARSHAD MUKUND GADKARI

## **BILL**

Sr. No.	Particulars	Amount
1.	Professional Fees in respect of Drafting of Agreement for Sale	Rs. 3000/-
	TOTAL	Rs. 3000/-