

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ day of May, 2024 Between **MR. VIJAY PUNDLIK VIDRE**, adult, Indian Inhabitant, having address at **B2/10, Room No. 19, Near Bank of India, Sector No. 15, Navi Mumbai, Vashi, Thane - 400703**, holding Aadhar Card No. 2725 5181 1069, hereinafter called and referred to as the '**VENDOR**' (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the **One Part**.

AND

1} **MR. GURUNATH GAJANAN DALVI**, an adult, holding Aadhar Card No. 8813 2689 2815, 2} **MRS. SAMIKSHA GURUNATH DALVI**, an adult, holding Aadhar Card No. 8815 4259 4367, both Indian Inhabitant of Mumbai, resident of **Hanuman Tekdi Gate No. 2, Santacruz East, Mumbai - 400055**, hereinafter called and referred to as the **PURCHASERS** (which expression shall unless be repugnant to the context or meaning thereof shall mean and include their heirs, executors and assigns) of the **Other Part**.

WHEREAS the Vendor herein is the Owner and seized, possessed and well sufficiently entitled to Flat bearing Flat No. **04, on Ground Floor, B-Wing**, situated at **Goodwill SRA Co-operative Housing Society, Gujrati Mandal Road, Vile Parle {E}, Mumbai - 400057**, bearing Plot No. 425 of Vile Parle TPS V, admeasuring area 225 sq. feet {carpet area}, hereinafter called and referred to as the **said Flat premises**; in the Registration and Sub-Registration District of Mumbai Suburban, more particularly described in the Schedule hereunder mentioned.

WHEREAS the Vendor is the member of **Goodwill SRA Co-operative Housing Society**, registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **MUM/SRA/HSG/(T.C.)/10543/98-99** and holding Share **Certificate No. 60 (Member's Reg. No. 60)**, for the fully paid five shares of Rs. 50/- each, bearing Distinctive Nos. **296 to 300** issued by the said society.

AND WHEREAS on request of the PURCHASERS, the Vendor has agreed to sell and transfer the said Flat to the PURCHASERS and the PURCHASERS have agreed to purchase the same together with the permanent and absolute right of use and occupation of the said Flat for the total cost price/consideration of **Rs. 42,00,000/- {Rupees Forty Two Lakhs Only}** on the following terms and conditions.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER.

1. The VENDOR has assign, transfer and the PURCHASERS have purchase the said Flat along with the permanent and absolute right of use and occupation of the said Flat for the total consideration of **Rs. 42,00,000/- {Rupees Forty Two Lakhs Only}** and the same to be paid as under:-
2. A sum of **Rs. 5,00,000/- [Rupees Five Lakhs Only]** already been paid by the PURCHASERS to the Vendor by cheque No. 14771, Dated 06.05.2024, drawn on **COSMOS Bank, Santacruz East Branch**, on the total consideration of **Rs. 42,00,000/- {Rupees Forty Two Lakhs Only}** (the receipt whereof is hereby acknowledge by the Vendor).
3. The balance sum of **Rs. 37,00,000/- {Rupees Thirty Seven Lakhs Only}** shall be paid by the PURCHASERS to the Vendor within 60 days after obtaining Bank loan.

4. In consideration of the above amount, the Vendor hereby assigns and transfers all his rights, title and interest in the above said Flat along with its ownership, occupancy and possessory rights unto and in favour of the PURCHASERS herein forever and absolutely from the date of execution hereof.
5. The Vendor do hereby covenants with the PURCHASERS that the said Flat hereby sold are free from encumbrances of any nature whatsoever and the Vendor has full and absolute rights and power to transfer and deliver the vacant possession of the above said Flat to the PURCHASERS.
6. The Vendor in pursuance of the said agreement and in consideration of the above said amount paid by the PURCHASERS to the Vendor as aforesaid has delivered the vacant possession of the said Flat to the PURCHASERS.
7. The Vendor hereby gives his free consent and no objection to transfer / regularize the above mentioned Flat along with electricity bills / Share Certificate / Ration card in the name of the PURCHASERS herein by the concerned authorities of Government / Semi Government / Local Administration / Municipal Corporation of Grater Mumbai / **Goodwill SRA Co-operative Housing Society**, and all other competent authorities.

8. The Vendor hereby further declares that he has also no objection if the **Goodwill SRA Co-operative Housing Society**, transfer membership & issue share certificate in respect of the above mentioned Flat in the name of the PURCHASERS, for which Vendor hereby gives his free consent.

9. The Vendor declares that:-

- a. The Vendor has not entered into any agreement/s with any other person/s in respect of the said Flat;
- b. The Vendor has not transferred and assigned his rights title and interest in respect of the above said Flat with any person/s;
- c. The Vendor has not mortgaged, alienated or charged with the said Flat or any part thereof with the any person/s and the same is free from all encumbrances;
- d. The Vendor declared that except Vendor no other person/s have any right/s in the said Flat and the Vendor being the Allotee of the above said Flat have got full and absolute rights, title and interest in the above said Flat in favour of the PURCHASERS herein.
- e. The Vendor declares that the said Flat is not the subject matter of any litigation and has got clear marketable title and no such cases are pending against the same in any court of law.

10. The Vendor do hereby covenants with the PURCHASERS that he has paid and cleared all the dues, taxes, outgoing, electricity charges etc. up to date and in respect of the said Flat and from the date of execution hereof, the PURCHASERS shall be responsible for the payment of taxes, outgoing, transfer charges, and all other amounts of the above said Flat to the concerned authorities directly for which the Vendor shall not be held responsible.

11. The Vendor do hereby further covenants with the PURCHASERS that the said PURCHASERS shall henceforth quietly and peacefully possess and occupy the said Flat without any lot, hindrance, denial, demand, interruption, eviction by the Vendor or any other person/s lawfully claiming or equitably claiming through or under her.

12. The Vendor agrees and undertakes to keep the PURCHASERS free and indemnified from the actions charges, claims, demands and suits filed by any person or persons claiming any interest in respect of the said Flat referred to as above.

13. The Vendor hereby further agrees with the PURCHASERS that he shall from time to time and at all times hereinafter whenever called for by the PURCHASERS do and execute and caused to be done and executed all acts, deeds, and things whatsoever for more particularly securing interest of the PURCHASERS in the said Flat as shall or may be reasonably required.

14. The PURCHASERS shall be entitled to have and to hold the possession, occupation and use of the above said Flat and the PURCHASERS shall hold the same unto and to the use and benefits of the PURCHASERS, their heirs, executors, administrators, successors and assigns forever without any claims, charges, rights, interests, demand or lien of the Vendor or any persons/s lawfully claiming through or under him subject to payment by the PURCHASERS all the taxes, assessments charges and/or call made by the society or other authorities concerned.

15. The PURCHASERS hereby agree to become the member of the said **Goodwill SRA Co-operative Housing Society**, and abide by all the bye-laws, rules and regulations adopted by the said society or which it may adopt from time to time.

16. The PURCHASERS agree to observe and perform all and every terms and conditions and the stipulations of the **Goodwill SRA Co-operative Housing Society**, and regularly pay the dues, payable to the said society, including periodical ground rent, municipal taxes, water charges, outgoings etc. in respect of the said Flat and shall not withhold the same for any reasons whatsoever.

17. That the parties hereby agree to sign such further documents, agreements, deeds, writings etc. as well as to do the acts, as may be required in law for the purpose of effectively completing the title to the said Flat .

18. The Vendor hereby undertakes to co-operate with the PURCHASERS for the transfer of membership/shares of the Society, to the name of the PURCHASERS at the cost of the PURCHASERS.

SCHEDULE OF THE PROPERTY

All that piece and parcel of Flat premises bearing Flat No. 04, on Ground Floor, B-Wing, situated at Goodwill SRA Co-operative Housing Society, Gujarat Mandal Road, Vile Parle (E), Mumbai - 400057, bearing Plot No. 425 of Vile Parle TPS V, admeasuring area 225 sq. feet (carpet area), in the Registration and Sub-Registration District of Mumbai Suburban, The Occupancy Certificate issued in the year 2002.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands & signature on this day, month & year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
By the within named **VENDOR**)
MR. VIJAY PUNDLIK VIDRE)
In the presence of) (VENDOR)

- 1.
- 2.

SIGNED, SEALED AND DELIVERED)
By the within named PURCHASERS)
1) MR. GURUNATH GAJANAN DALVI,

2) MRS. SAMIKSHA GURUNATH DALVI

In the presence of) (PURCHASERS)
1.
2.

RECEIPT

RECEIVED of and from the within named PURCHASERS
1) MR. GURUNATH GAJANAN DALVI, 2) MRS. SAMIKSHA
GURUNATH DALVI, the sum of Rs. 5,00,000/- [Rupees Five
Lakhs Only] by cheque No. 14771, Dated 06.05.2024,
drawn on COSMOS Bank, Santacruz East Branch, as and by
way of PART PAYMENT OF CONSIDERATION against the sale
of the above said Flat and as per the Para No. 2 and 3 in this
agreement.

I SAY RECEIVED Rs. 5,00,000/-

(MR. VIJAY PUNDLIK VIDRE)

Vendor

Witnesses :

- 1.
- 2.