

## AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is executed at Mumbai on  
.....**2024**

BETWEEN

**Mr. NILESH VITTAL KASTURI**, adult, aged about 38 years, (having PAN-AUQPK6884Q), residing at E 1-2, Godrej Hill Side Colony, LBS Marg, Vikhroli, Mumbai 400079, Maharashtra, hereinafter referred to as "THE TRANSFEROR/SELLER" (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to include his respective heirs, Executors, Administrators and assigns) of the PARTY OF THE "FIRST PART".

AND

**1) Mr. JAIPRAKASH SURAJPRASAD SHIVHARE**, adult, aged 44 years, (having PAN- AWIPS1544D), **2) Smt. USHA SURAJPRASAD SHIVHARE**, adult, aged 64 years, (having PAN- AVXPS7697F) both residing at B-404, Sahil Sarvada CHS., Near Kondhwa Police Station, Kondhwa Khurd, Pune-411048, Maharashtra, hereinafter referred to as "THE TRANSFEREES / PURCHASERS" (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to include their respective heirs, Executors, Administrators and assigns) of the PARTY OF THE "SECOND PART".

WHEREAS the Present TRANSFEROR / SELLER is fully seized, possessed, owned or otherwise well and sufficiently entitled to the property of **Flat No.B-1505, Mayfair Hillcrest Co-op. Housing Society Ltd., B Wing, CTS No.2A/3B, Powai Hill Road, Off. Godrej Hiranandani Link Road, Varsha Nagar, Vikhroli West, Mumbai 400079, admeasuring approximately 229 Sq.ft. Carpet area equivalent to 21.27 Sq.mtrs. Carpet area or thereabout along with one car parking Space on B-2 level bearing number 33 in mechanized car parking No.17 in the complex known as Mayfair Hillcrest situated on the plot of land bearing C.T.S. No.2A/3B, within the limits of Village-Ghatkopar in the registration sub-district of Mumbai Suburban.** Hereinafter for the sake of brevity called and referred to as "SAID FLAT".

That the TRANSFEROR is the sole and absolute owner and holder of the said Flat by paying all charges, duties, taxes, society charges, maintenance charges, and all other outgoing incidental to the said Flat, regularly and punctually.

**WHEREAS:-**

- a. Initially, by virtue of an Agreement for Sale dated 17/07/2015 registered in the Office of Sub-Registrar Kurla-2 under Document No. KRL2-6744-2015, made and entered into between M/S. Mayfair Housing, a partnership firm, having its principal place of business at 1, Mayfair Meridian, Near St.Blaise Church, Ceaser Road, Amboli, Andheri West, Mumbai-400 058, therein referred and called as "THE DEVELOPER" of the One Part and 1) Mr. AAKASH ROHIT PARIKH & 2) Mrs. KINJAL VIJESH MISTRY, therein called as the Purchasers of the Other Part, had purchased and acquired the said Flat.
- b. The said 1) Mr. AAKASH ROHIT PARIKH & 2) Mrs. KINJAL VIJESH MISTRY alias KINJAL AAKASH PARIKH sold the said Flat together with the shares and interest in the capital of the said society to one Mr. NILESH VITTAL KASTURI, by virtue of an Agreement for Sale registered in the Office of Sub-Registrar Kurla-2, under Document No. KRL2-15758-2021, dated 20/10/2021 at or for the price and upon the terms and conditions therein contained and put him in vacant and peaceful possession of the said Flat;
- c. Now the present Transferor is the bonafide members of the MAYFAIR Hillcrest Co-Op. Housing Society Ltd., a society formed and incorporated by the members of the said building under the provisions of the Maharashtra Co-operative Societies Act, 1961 under Reg. No. MUM/WS/H.S.G.(TC)/10715/2014-15, dated 23/02/2015 (hereinafter called and referred to as "the said SOCIETY") and is also holding the 10 (Ten) fully paid up shares of Rs.50/- each bearing Distinctive Nos. 1471 to 1480 (both inclusive) under the Share Certificate No. 157 (hereinafter called and referred to as "the said SHARES") and being the member of the said society is entitled to hold and occupy the said Flat to sell and dispose of the same as per the bye-law of the said society.
- d. It is mutually agreed by the between the parties hereto that the TRANSFEROR/SELLER shall sell and transfer and the TRANSFEREES / PURCHASERS shall purchase and acquire the said flat together with the shares and interest of the TRANSFEROR/SELLER in the capital of the said MAYFAIR Hillcrest Co-Op. Housing Society Ltd., free from all encumbrances of whatsoever for the total consideration price of **Rs.62,00,000/- (Rupees Sixty-Two Lakhs only)** being the full consideration price and mutually agreed are appearing as under:

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

1. The TRANSFEROR / SELLER shall sell / transfer and the TRANSFEREES/ PURCHASERS shall purchase the said flat premises i.e. **Flat No.B-1505, Mayfair Hillcrest Co-op. Housing Society Ltd., B Wing, CTS No.2A/3B, Powai Hill Road, Off. Godrej Hiranandani Link Road, Varsha Nagar, Vikhroli West, Mumbai 400079, admeasuring approximately 229 Sq.ft. Carpet area equivalent to 21.27 Sq.mtrs. Carpet area or thereabout along with one car parking Space on B-2 level bearing number 33 in mechanized car parking No.17 in the complex known as Mayfair Hillcrest situated on the plot of land bearing C.T.S. No.2A/3B, within the limits of Village-Ghatkopar in the registration sub-district of Mumbai Suburban with all rights, titles and interests in the said FLAT, shares and membership of the said society and more particularly described in the Schedule hereunder written for the consideration amount.**
2. The TRANSFEREES / PURCHASERS has paid **Rs.7,00,000/- (Rupees Seven Lakhs only)** Thousand only) being **advance payment** in respect of the above said flat in the following manner. The receipt of which the SELLERS hereby acknowledges.
  - i. Cheque No....., drawn on ..... Bank, ..... branch, dated.....of Rs.....
  - ii. Cheque No....., drawn on ..... Bank, ..... branch, dated.....of Rs.....
  - iii. Cheque No....., drawn on ..... Bank, ..... branch, dated.....of Rs.....
3. The TRANSFEROR/SELLER shall pay remaining **balance amount Rs. 55,00,000/- (Rupees Fifty-Five Lakhs only)** to TRANSFEROR/SELLER by obtaining loan from Bank/Financial Institution within 45 days from the date of registration of this Agreement .
4. Upon the TRANSFEREES / PURCHASERS making payment of the entire consideration of **Rs.62,00,000/- (Rupees Sixty-Two Lakhs only)** to the TRANSFEROR/SELLER hereby agreed to handover possession of the said FLAT free from encumbrance and with a clear and marketable title. The TRANSFEROR/SELLER hereby further declares that the said FLAT is not mortgaged with any bank or financial institution. The said FLAT is not gifted, transferred or alienated in any other manner whatsoever to any persons, firm or

company. The TRANSFEROR/SELLER hereby state and declare that he have not done anything that may lead or tantamount to creating any charges, lien encumbrances or any defect in the title of the said FLAT and there is nothing that has prevented them to effectively and completely transfer his rights, titles and interests of the said FLAT in the name of the TRANSFEREES / PURCHASERS. The TRANSFEROR/SELLER also indemnifies the TRANSFEREES/ PURCHASERS against any loss; claim from any person authority etc.

5. Upon the TRANSFEREES / PURCHASERS making the entire payment of cost/sale price of **Rs.62,00,000/- (Rupees Sixty-Two Lakhs only)**.
  - (a) The TRANSFEROR/SELLER shall also hand over all the original documents pertaining to the said FLAT to the TRANSFEREES / PURCHASERS.
  - (b) The TRANSFEROR/SELLER shall handover their right, title and interest in the said FLAT, shares and membership right of the said society to the TRANSFEREES / PURCHASERS.
6. It is further mutually agreed to by and between the parties hereto that the transfer charges of society shall be paid by the both parties equally to the society.
7. It is agreed between the Parties that after full and final payment as per this Agreement, the parties will make necessary application as contemplated in the Society's bye laws.
8. Upon the TRANSFEREES / PURCHASERS receiving the entire consideration amount the TRANSFEROR/SELLER will give the necessary resignation of the membership etc., in order to effectuate the legal transfer of the said premises in favor of the TRANSFEREES / PURCHASERS and obtain the Share Certificate in the name of the TRANSFEREES / PURCHASERS & will put the TRANSFEREES / PURCHASERS in physical possession of the said premises and that time will release the original allotment and other records amounting to the title of the Premise.
9. It is also further declared by the TRANSFEROR/SELLER that, he has paid the maintenance charges, Municipal Taxes, and electrical charges and all other incidental charges till date and will continue to pay the same till the possession of the said FLAT is handed over to the TRANSFEREES / PURCHASERS. Thereafter the same shall be paid by the TRANSFEREE. The TRANSFEROR/SELLER do hereby declare that he has cleared all outgoing dues

in respect of the said FLAT to the concerned authorities prior to handing over the said FLAT to the TRANSFEREES / PURCHASERS.

10. The TRANSFEROR/SELLER hereby agreed to co-operate with the TRANSFEREES / PURCHASERS at all reasonable times as and when enquired to do or cause to be done for transfer of the said FLAT along with Shares into the name of the TRANSFEREES / PURCHASERS and further agreed and undertake to sign and execute the necessary Application forms, deeds, affidavit, declaration, letters, writings, papers or any other documents of whatsoever nature may be required for the purpose of transferring the said FLAT in the name of the TRANSFEREES / PURCHASERS.
11. The TRANSFEROR/SELLER will furnish a copy of the No objection Certificate from "MAYFAIR Hillcrest Co-Op. Housing Society Ltd" whenever necessary in the process of transferring the said flat in the name of the TRANSFEREES / PURCHASERS.
12. The TRANSFEREES / PURCHASERS shall solely pay the requisite stamp duty and Registration Fees to register this Agreement and The TRANSFEROR/SELLER shall co-operate with the TRANSFEREES / PURCHASERS for execution and registration of this documents with the Sub-Registrar of Assurance.
13. The TRANSFEREES / PURCHASERS also agreed that this Agreement shall come in to force and will be valid upon the proceeds of the cheque / demand draft / pay slip being credited to the TRANSFEROR / SELLER account.

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**= SCHEDULE OF THE PROPERTY =**

**All that said Flat No.B-1505, Mayfair Hillcrest Co-op. Housing Society Ltd., B Wing, CTS No.2A/3B, Powai Hill Road, Off. Godrej Hiranandani Link Road, Varsha Nagar, Vikhroli West, Mumbai 400079, admeasuring approximately 229 Sq.ft. Carpet area equivalent to 21.27 Sq.mtrs. Carpet area or thereabout along with one car parking Space on B-2 level bearing number 33 in mechanized car parking No.17 in the complex known as Mayfair Hillcrest situated on the plot of land bearing C.T.S. No.2A/3B, within the limits of Village-Ghatkopar in the registration sub-district of Mumbai Suburban.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND DESCRIBED THEIR RESPECTIVE HANDS ON THE .....<sup>th</sup> day of ....., 2024, HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
by the withinnamed TRANSFEROR/SELLER  
**Mr. NILESH VITTAL KASTURI**

Signature	Thumb	Photo

SIGNED, SEALED AND DELIVERED  
by the withinnamed TRANSFEREES / PURCHASERS  
**1) Mr. JAIPRAKASH SURAJPRASAD SHIVHARE**

Signature	Thumb	Photo

**2) Smt. USHA SURAJPRASAD SHIVHARE**

Signature	Thumb	Photo

Witnesses :-

1) Sd/-

2) Sd/-

## RECEIPT

RECEIVED from the Withinnamed TRANSFEREES / PURCHASERS i.e. 1) Mr. JAIPRAKASH SURAJPRASAD SHIVHARE & 2) Smt. USHA SURAJPRASAD SHIVHARE a sum of Rs.7,00,000/- (Rupees Seven Lakhs only) in the following manner being the advance payment towards the sale and transfer of the said Flat No.B-1505, Mayfair Hillcrest Co-op. Housing Society Ltd., B Wing, CTS No.2A/3B, Powai Hill Road, Off. Godrej Hiranandani Link Road, Varsha Nagar, Vikhroli West, Mumbai 400079, admeasuring approximately 229 Sq.ft. Carpet area equivalent to 21.27 Sq.mtrs. Carpet area or thereabout along with one car parking Space on B-2 level bearing number 33 in mechanized car parking No.17 in the complex known as Mayfair Hillcrest situated on the plot of land bearing C.T.S. No.2A/3B, within the limits of Village-Ghatkopar in the registration sub-district of Mumbai Suburban.

Sr. No.	Particulars	Date	Amount
	<b>TOTAL</b>		7,00,000

**I SAY RECEIVED**

**Rs. 7,00,000/-**

**Mr. NILESH VITTAL KASTURI  
(TRANSFEROR /SELLER )**

WITNESSES:-

1) Sd/-

2) Sd/-