

**AGREEMENT FOR SALE**

**CONSIDERATION VALUE** ..... Rs. 55,00,000/-

**GENERAL STAMP** ..... Rs. 3,85,000/-

THIS ARTICLES OF AGREEMENT FOR SALE made and entered into at  
Bhiwandi on this \_\_\_\_\_day of October 2024;

**BETWEEN**

**“THE PURCHASERS” : Mrs. AARTI AKHILESH YADAV**, Age 36 Years, Occupation : Housewife, (Pan No. ACZPH3189C), Residing at. Lokmanya Nagar, Aryan High School Road, Palghar, Thane-401404; (which expressions shall, unless it be repugnant to the context or meaning thereof, mean and include his respective heirs, administrators, legal representatives, assigns, etc.) **PARTIES OF FIRST PART;**

**AND**

**“THE VENDORS” : 1) MR. ASHISH KUMAR BADRI PRASAD KESHARWANI**, Age 31 Years, Occupation : Service, (Pan No. CDLPK4260Q), **2) MRS. SUSHILA DEVI ASHISH KUMAR KESHARWANI**, Age 29 Years, Occupation: Housewife, (Pan No. DZTPK0148E), Both Residing at. Dattu Building, Agra Road, Near Tip Top Hotel, Ghugatnagar, Bhiwandi-421302, (which expressions shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, administrators, legal representatives, assigns, etc.) **PARTY OF SECOND PART;**

**WHEREAS:**

THE Vendors are the Lawful owner, seized and possessed and well sufficiently entitled of Flat No. 1202, on 12th Floor, area admeasuring about admeasuring about 457.00 Sq. Ft. equivalent to 42.47 Sq. Mtrs., Carpet Area, (With One Car Parking ) in Phase-1, of the said Building to be known as **“Atlanta Eden World Tower No. 3 Co. Operative Housing Society Limited”**; bearing Survey No. 69/1Paiki, 67/4Paiki, 81Paiki, 80/1Paiki, 2Paiki, Survey No. 83, Situate, lying and being at Village Temghar, Taluka Bhiwandi, Dist. Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane. (and for the sake of brevity hereinafter called as “The Said Flat”).

By Virtue of Registered Agreement for sale bearing Registration Serial No. BVD-3/3587/2015, Registration on Dated 18/06/2015, **1) MR. SWAPNIL EKNATH CHAKVE, & 2) MRS. SONALI S. CHAKVE**, have duly registered with Joint Sub-Registrar Assurances, Bhiwandi-3, from **SAI BALAJI DEVELOPER**, Through its Partner **MR. MANOJ ASHOK HIRANANDANI**, Flat No. 1202, on 12th Floor, area admeasuring about admeasuring about 457.00

Sq. Ft. equivalent to 42.47 Sq. Mtrs., Carpet Area ( With One Car Parking ), in Phase-1, of the said Building to be known as “**Atlanta Eden World Tower No. 3 Co. Operative Housing Society Limited**”; bearing Survey No. 69/1Paiki, 67/4Paiki, 81Paiki, 80/1Paiki, 2Paiki, Survey No. 83, Situate, lying and being at Village Temghar, Taluka Bhiwandi, Dist. Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane and Since then the Vendors are in use occupation, enjoyment and possession of the said flat being absolute owners thereof and the same is recorded in the name of the Vendors in all Government Record of Rights.

By Virtue of Registered Agreement for sale bearing Registration Serial No. BVD-2/5541/2024, Registration on Dated 18/04/2024, **1) MR. ASHISH KUMAR BADRI PRASAD KESHARWANI, & 2) MRS. SUSHILA DEVI ASHISH KUMAR KESHARWANI**, have duly registered with Joint Sub-Registrar Assurances, Bhiwandi-2, from **1) MR. SWAPNIL EKNATH CHAKVE, & 2) MRS. SONALI S. CHAKVE**, Flat No. 1202, on 12th Floor, area admeasuring about admeasuring about 457.00 Sq. Ft. equivalent to 42.47 Sq. Mtrs., Carpet Area ( With One Car Parking ), in Phase-1, of the said Building to be known as “**Atlanta Eden World Tower No. 3 Co. Operative Housing Society Limited**”; bearing Survey No. 69/1Paiki, 67/4Paiki, 81Paiki, 80/1Paiki, 2Paiki, Survey No. 83, Situate, lying and being at Village Temghar, Taluka Bhiwandi, Dist. Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane and Since then the Vendors are in use occupation, enjoyment and possession of the said flat being absolute owners thereof and the same is recorded in the name of the Vendors in all Government Record of Rights.

THE Collector of Thane given the permission vide N.A order no. Revenue/C-1/TE-8/NAP/Temghar - Bhiwandi/SR- (85/2012) 135/2012, Dated 11th January 2013.

THE Bhiwandi Nizampur City Municipal Corporation have given permission for construction of the multi-storied building/s on the said property and have approved the plans and specifications for the construction on the said property by construction permission No. BPK/55/Temghar/2013-2014, JKNRV/ 2093, Dated 30/10/2013,

The Bhiwandi Nizampur Municipal Corporation, Bhiwandi, has issued Occupation Certificate No. B.P.K/55/2003-2014/J.K./N.R.V./2740, Dated 05/02/2016.

AND whereas the Purchaser has seen and satisfied himself about the title of the said flat and found the same clear, marketable and free from all encumbrances.

THE Purchaser is desirous of purchasing the said Flat No. 1202, on 12th Floor, area admeasuring about admeasuring about 457.00 Sq. Ft. equivalent to 42.47 Sq. Mtrs., Carpet Area ( With One Car Parking ), in Phase-1, of the said Building to be known as **“Atlanta Eden World Tower No. 3 Co. Operative Housing Society Limited”**; bearing Survey No. 69/1Paiki, 67/4Paiki, 81Paiki, 80/1Paiki, 2Paiki, Survey No. 83, Situate, lying and being at Village Temghar, Taluka Bhiwandi, Dist. Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane. and more particularly described in the Schedule written hereunder. (and for the sake of the brevity, hereinafter referred to as “The Said Flat”).

The Vendors have agreed to sell to the Purchaser the said flat and the Purchaser has agreed to purchase from the Vendors, the said flat at/on the aforesaid property with all rights, attached and/or relating thereto for a total consideration of **Rs. 55,00,000/- (Rupees Fifty Five Lacks Only)** being the market value, free from all encumbrances, liabilities & charges on **“OWNERSHIP BASIS”**.

THAT in pursuance of the Indenture of Agreement for Sale and on full consideration of **Rs. 55,00,000/- (Rupees Fifty Five Lacks Only)** having paid by Cheque/NEFT/RTGS/UPI/IMPS, the Purchaser to the Vendor before the execution of this Agreement For Sale as per details in below:-

**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**, paid by Cheque/ NEFT/RTGS/UPI before execution of this agreement.

<b>Date</b>	<b>RTGS/NEFT</b>	<b>Bank Name</b>	<b>Amount</b>
		<b>Total Amount</b>	

(The receipt of the same, the Vendors hereby admits, acknowledges and releases the Purchaser forever).

THE Purchaser shall pay to the Vendor they said total balance consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** within **30 Days** from the date of execution of this agreement for sale.

THE Purchaser has requested the Vendor/s to execute this Agreement for Sale in respect of the said flat in favour of the Purchaser and the Vendors have agreed to execute this Agreement for Sale in respect of the said flat in favour of the Purchaser in the matter hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -**

1. THAT in pursuance of the Indenture of Agreement for Sale and on full consideration of **Rs. 55,00,000/- (Rupees Fifty Five Lacks Only)** having paid by Cheque/ neft/ imps by the Purchaser to the Vendor under the attach the statement of the said document. Subject to realization of Cheque/ neft/ imps the attach of the same, the Vendors hereby admit, acknowledge and release the Purchaser forever.

2. THE Purchaser do hereby covenant to pay the consideration amount punctually as particularly mention in clause 2 above as the time being is an essence of this contract. In the event of the Purchaser making any default in payment of any installment of the purchase price the Vendors will be entitled to terminate this Agreement by giving 30 days notice & in the event to refund to the Purchaser all the moneys paid by the Purchaser of purchase price hereunder

without any interest after the said flat is sold to any other party as the Vendors may determine and after the Vendors shall has received the payment from the new Purchaser of such premises in such case all cancellation agreement fees and expenses will be bearded by Purchasers.

3. WITHOUT prejudice to the above and the Vendors other rights under this agreement and/or in law, the Purchaser shall be liable to any interest at the rate of 12% per annum of all amounts due under this Agreement if such amounts remain unpaid for 30<sup>th</sup> days or more after becoming due.

4. THE Vendors shall hand over quiet and lawful possession of the said flat after receiving full & final consideration from the Purchasers after clearing all dues of Society maintenance, Property Tax, Internet, cable service and all other services used before handover.

5. THIS Agreement shall always be subject to the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction Sales, Management and Transfer) Act, 1963 & Maha Rera Act 2016 and its amendment thereafter and Maharashtra Co-operative Societies Act, 1960 and rules made there under from time to time.

6. THE Purchaser covenant with the Vendors as follows:-

A. To maintain the premises at their own cost in good and tenantable repairs and conditions from the state of possession and shall not do or suffered to the done anything in or to the said flat or any part of the building which may be against the rules, regulation or by laws of concerned local or any other authority.

B. Not to store in the premises any goods which are hazardous combustible or dangerous nature or are so heavy to damage the construction or structure of the building and shall not carry or cause to be carried heavy packages on the upper floors which may damage the construction or structure of the building, the staircase, common passages or any other structure or the building in which the premises is situated, and in case any damage is caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

C. Not to demolish or cause to be demolished the premises of any part thereof nor any alterations in the elevation and outside color scheme of the building and shall keep the portion, sewers, drains pipes in the premises and appurtenances thereto in good condition, and in particulars, so as to support shelter and protect the other parts of the building.

D. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the premises is situated or any part thereof or whereby any insurance premium shall become payable in respect of the insurance.

E. Not to throw dirt, rubbish, waste, garbage, or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building.

F. Pay to the Vendors within 30 days of demand by the Vendors, his/her/their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building.

G. To bear and pay increase in local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of charges of use of the premises by the Purchasers.

H. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the premises until all the dues payable by the Purchaser to the Vendors under this Agreement are fully paid up.

I. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and shall pay and contribute regularly and punctually towards and taxes, expenses or other outgoings in accordance with the terms for this Agreement. Vendor has already paid/will pay advance maintenance till Handing over of possession. The Purchaser have to pay monthly

society maintenance to society. The Receiving Possession from Vendor after Registration.

7. NOTHING contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat and building or any part thereof.

8. ANY delay tolerated or indulgence shown by the Vendors in enforcing the terms of this Agreement or any forbearance of going of time to the Purchaser by the Vendors shall not be construed as waiver on the part of the Vendors of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser non shall the same in any manner prejudice the rights of the Vendors.

9. THE Vendors shall in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement have first lien and charges on the said flat agrees to be acquired by the Purchasers.

10. THE Vendors hereby states, declares and confirms that the Purchaser shall be entitled to get transferred the Electric Meter No. \_\_\_\_\_, having Consumer No. \_\_\_\_\_ Installed in the said flat on his name and the Vendors shall, if required give their fullest co-operation in granting NOC that regard. The transfer process will be done by the said purchaser only.

11. AFTER the possession of the said flat is handed over to the Purchasers, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Local or any Statutory Authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his/her/their own cost and the Vendors shall not be in any manner liable or responsible for the same.

12. ALL the letters, receipts and/or notices issued by the Vendors dispatched under certificate of posting to the last address known to him/her/them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharges the Vendors, for this purpose the Purchaser has given the address mentioned on page No. 2 of this agreement.



13. THE Purchaser shall liable to bear and pay all costs, charges and expenses including stamp duty & registration fees for preparing this documents and other allied expenses for registration of this Agreement. Advocate fees, DHC and agent fees will be paid equally by both the parties. If any Society transfers fees declared or asked by society/Builder it will be paid by Vendor & Purchaser shall pay.

14. THE Purchaser shall immediately after execution of the Agreement, lodge the same with the Sub-Registrar of Assurances, Bhiwandi and shall within two days after lodging the same furnish to the Vendors a Xerox copy of the receipt issued by the Joint Sub-Registrar to enable the Vendors to admit execution thereof before the Joint Sub-Registrar of Assurance.

15. THAT the Vendors now have in themselves good rights, full powers and absolute authority to grant, convey or assure or transfer and assign the said flat hereby granted, released, conveyed or assured or intended to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid.

16. THE Purchaser shall has no claim save and except in respect of the said flat hereby sold to him and all open spaces, lobbies, staircase, terrace etc. and these will remain the property of the Vendors until the said land and building is transferred to the society or Limited Company.

17. THE Vendors further covenants with the Purchaser that the Vendors shall get the said flat transferred in the name of the Purchaser in all Government records, Grampanchayat, Electricity Board, Society etc. and co-operate with the Purchaser in that respect of mutation of name in the Records of Rights in favour of the Purchaser without demanding any extra consideration amount or expenses.

18. THE Vendors shall alone responsible to obtain NOC from Builder/ Promoter/ Society at his cost & expenses if necessary, the Purchaser herein not liable for the same.

19. THE Vendors declares that they have not received any notice of acquisition or requisition or reservation of the land beneath the said building from Government of Maharashtra or Collector of Thane or within the limits of Bhiwandi Nizampur City Municipal Corporation and/or any other concerned authorities and same is not subjected to any disputes before any Court of Law or Arbitrator or Tribunal.

20. THE Vendors further declares that they are having clear & marketable title to the land beneath said building & are legally competent & even otherwise, sufficiently entitled to deal with the said flat. And they have not parted with, or transferred his/her/their rights & interest in the said flat, neither donated the said flat nor created any trust in the said land in favour of any other persons by any oral or Written agreement or commitment or otherwise Carpet Area.

**THE SCHEDULE ABOVE REFERRED TO:**

Flat No. 1202, on 12th Floor, area admeasuring about admeasuring about 457.00 Sq. Ft. equivalent to 42.47 Sq. Mtrs., Carpet Area ( With One Car Parking ), in Phase-1, of the said Building to be known as “**Atlanta Eden World Tower No. 3 Co. Operative Housing Society Limited**”; bearing Survey No. 69/1Paiki, 67/4Paiki, 81Paiki, 80/1Paiki, 2Paiki, Survey No. 83, Situate, lying and being at Village Temghar, Taluka Bhiwandi, Dist. Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub- Registration District and Taluka Bhiwandi, Registration District and District Thane.

The said building is bounded as under:-

Towards Its East -	}	AS Per Plan
Towards Its West –		
Towards its South –		
Towards its North –		

**WITNESSES WHEREOF**, the Parties have hereto unto set and subscribed their respective hands and seals on the day and the year first herein above written.

SIGNED, SEALED AND DELIVERED BY

THE WITHIN-NAMED “**THE PURCHASERS**”

**Mrs. AARTI AKHILESH YADAV,** )\_\_\_\_\_

SIGNED, SEALED AND DELIVERED BY  
THE WITHIN-NAMED "THE VENDORS"

1) MR. ASHISH KUMAR BADRI  
PRASAD KESHARWANI,

)\_\_\_\_\_

2) MRS. SUSHILA DEVI ASHISH KUMAR  
KESHARWANI,

)\_\_\_\_\_

WITNESSES:

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

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

**R E C E I P T**

**RECEIVED** of and from the within named the **PURCHASER** a sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) having paid by Cheque/ NEFT/RTGS/UPI/IMPS by the Purchaser to the Vendor under the attach the statement of the said document.

<b>Date</b>	<b>NEFT</b>	<b>Bank Name</b>	<b>Amount</b>

I say received

**Rs.** \_\_\_\_\_/-

For \_\_\_\_\_

1) MR. ASHISH KUMAR BADRI  
PRASAD KESHARWANI,

\_\_\_\_\_  
2) MRS. SUSHILA DEVI ASHISH  
KUMAR KESHARWANI,

**Vendors**

**WITNESSES:**

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

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