AGREEMENT FOR SALE

 THIS AGREEMENT MADE AT MUMBAI On this **\_\_\_\_th** day of **\_\_\_\_\_\_\_\_\_\_\_\_, 2024**

Between

**MR. MANISH SINGH** age **\_\_\_\_** years having Pan Card No. **\_\_\_\_\_\_\_\_\_\_\_\_** Indian Inhabitant having his Address at **Flat No. B-611, Harmony CHS LTD., Raheja Vihar Compex, Chandivali, Powai, Mumbai - 400072** hereinafter referred to as "THE VENDOR""(which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the ONE PART

AND

**MR. YUDHISHTHIR CHANDAN** age **34** years having Pan Card No. **AJSPC6649N** Indian Inhabitant, having his Residing Address at **Flat No. 16, Bldg No. R-6, Plot No. 14-B, Jaishree Dhan CHS.LTD., Bangur Nagar, m.G Road, Goregaon (West), Mumbai - 400104** hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART.

A) W H E R E A S **MR. MANIKALA GOPAL RAO & MRS. MANIKALA LAKSHMI**  herein has purchased and acquired Flat No: **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.** admeasuring **50.18** Sq. Mtrs. Built-up Area situated at Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065 bearing Land Plot C.T.S. No: 1627 of Village Maroshi Taluka Borivali in Mumbai (hereinafter referred to as “The Said Flat”) written for consideration at the terms and conditions contained in the Agreement for Sale dated **27/12/2007** with **M/S. ROYAL PALMS (INDIA) PVT.LTD.** formerly known as AMIR PARKS AND AMUSEMENT PVT.LTD.and membership rights of the society of the said building. The said Agreement for Sale dated **27/12/2007** duly registered with sub-registrar of Mumbai at Borivali – 2 vide serial No: **BDR5-10470-2007** dated **29/12/2007**.

B) W H E R E A S the VENDOR herein has purchased and acquired Flat No: **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.** admeasuring **50.18** Sq. Mtrs. Built-up Area situated at Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065 bearing Land Plot C.T.S. No: 1627 of Village Maroshi Taluka Borivali in Mumbai (hereinafter referred to as “The Said Flat”) and more particularly described in the First Schedule hereunder written for consideration at the terms and conditions contained in the Agreement for Sale dated **06/03/2013** with **MR. MANIKALA GOPAL RAO & MRS. MANIKALA LAKSHMI** and membership rights of the society of the said building. The said Agreement for Sale dated **06/03/2013** duly registered with sub-registrar of Mumbai at Borivali – 1 vide serial No: **BRL-1-2109-2013** dated **06/03/2013**.

C) Pursuant to the said Agreement dated **06/03/2013** the VENDOR have paid full Sale Consideration to **MR. MANIKALA GOPAL RAO & MRS. MANIKALA LAKSHMI** and has since been in possession of the said flat.

D) The VENDOR herein is sufficiently entitled to the said Flat No: admeasuring **34.91** Sq. Mtrs. Carpet Area(approx. **375.63** Sq. ft. Carpet Area) situated at Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065.

E) AND WHEREAS the VENDOR and other flat PURCHASER in the building thereafter formed a Co-operative Housing Society Limited and named the same as **GARDEN VIEW APARTMENT CHS. LTD.**, registered under Registration No. **MUM/W-P/HSG/(TC)/14953 of 2010-2011 dated 03/02/2011.**

F) AND WHEREAS the VENDOR is the member of the **GARDEN VIEW APARTMENT CHS. LTD.**, registered under Registration No. **MUM/W-P/HSG/(TC)/14953 of 2010-2011 dated 03/02/2011,** hereinafter for brevity’s sake referred to as “the said Society”.

G) AND WHEREAS the VENDOR herein is sufficiently entitled to the said Flat No. **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.** admeasuring **50.18** Sq. Mtrs. Built-up Area Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065 including the sale thereof.

H) AND WHEREAS the said society had transferred the share certificate No: **\_\_\_\_\_** for \_\_\_\_ fully paid-up shares of Rupees fifty (50) each numbered from **\_\_\_\_\_\_** to **\_\_\_\_\_\_** both inclusive.

I) AND WHEREAS the VENDOR herein agreed to sell the Flat No. **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.** admeasuring **50.18** Sq. Mtrs. Built-up Area situated at Royal Palms Estate, Mayur Nagar, Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065 with membership rights of the said society of **GARDEN VIEW APARTMENT CHS. LTD.,** along with all its right, title, interest and benefit to the PURCHASER herein and the PURCHASER herein agreed to purchase the above said Flat and membership rights with shares from the VENDOR.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

(1) The VENDOR hereby agrees to sell and transfer to the PURCHASER and the PURCHASER hereby agrees to purchase and acquire from the VENDOR the membership rights of the society and Flat No: **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.** admeasuring **50.18** Sq. Mtrs. Built-up Area situated at Royal Palms Estate, Mayur Nagar, Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065 alongwith the Furniture and Fixtures and attached amenities with the said Flat and more particularly described in the First Schedule hereunder written for a total consideration of **Rs. 49,50,000/-**(**Rupees Forty Nine Lakhs Fifty Thousand Only**) and the said total consideration is to be paid by the PURCHASER to the VENDOR as per Clause No: **2** of this agreement.

(2) The PURCHASER shall pay to the VENDOR the full consideration amount **Rs. 49,50,000/-**(**Rupees Forty Nine Lakhs Fifty Thousand Only**) as follows:-

The PURCHASER has paid on execution of this agreement an amount of **(i)** **Rs. 51,000/-**(**Rupees Fifty One Thousand Only**) by way of IMPS Reference No. **1718809278** drawn on **\_\_\_\_\_\_\_\_\_\_\_** dated **03/10/2024 (ii)** **Rs. 1,00,000/-**(**Rupees One Lakh Only**) by way of IMPS Reference No. **1737867463** drawn on **\_\_\_\_\_\_\_\_\_\_\_** dated **19/10/2024 & (iii)** **Rs. 2,49,000/-**(**Rupees Two Lakhs Forty Nine Thousand Only**) by way of IMPS Reference No. **17347200726** drawn on **\_\_\_\_\_\_\_\_\_\_\_** dated **28/10/2024** to the Vendoron or before the date of Registration as part sale consideration towards agreed sale price of the said Flat, the receipt of which the VENDOR hereby both admits and acknowledges. The Purchaser agreed to pay The Purchaser further agreed to pay balance amount of **Rs. 45,50,000/-**(**Rupees Forty Five Lakhs Fifty Thousand Only**) by way of Bank Loan on or before 45 working days from the date of obtaining Society NOC in Bank Format to the VENDOR as full and final Sale consideration towards agreed sale price of the said Flat.

(3) The Purchaser hereby agrees to pay the balance amount of **Rs. 45,50,000/-**(**Rupees Forty Five Lakhs Fifty Thousand Only**) on or before 45 working days from the date of obtaining Society NOC in Bank Format. The Registration of this Agreement is done in order to disburse the loan by the Bank directly to the Vendor to give effect to this agreement but will not entitle to the purchaser of any ownership right to possess or to have the right, title or interest in the said flat till the full consideration mentioned herein is paid to Vendor. If the Purchaser will not able to pay balance amount within prescribed period of 45 days than Vendor will terminate the Agreement and the Agreement will be null and void.

(4) The VENDOR hereby declares:-

1. That the VENDOR has paid the up-to-date maintenance charges, Property Tax, Estate Maintenance Charges and other charges to the said society and the VENDOR is not in arrears of any maintenance charges and any other charges payable to the said society / any concern authority.
2. That there is no attachment and/or prohibitory order by any Government and/or local authority or any injunction by any Court restraining the VENDOR from sale or transferring of the said Flat and handing over of the possession of the said Flat and thus, the VENDOR has got the clear and marketable title of the said Flat and the said Flat is not subject to any litigation in any Court of Law.

(5) The VENDOR hereby agreed and undertake to indemnify the PURCHASER in future against all expenses, claims, charges, suits, suit-demands and losses of whatsoever nature for the period till the date of this agreement and handing over of possession of the said Flat, which may hereinafter be brought against the said Flat and to make good such losses suffered and/or to be suffered by the PURCHASER on/or after the execution of these presents if any declaration in clause No: 4 above is proved incorrect.

(6) The VENDOR hereby agrees to transfer all rights, title, benefit and interest in the shares of the society held by the VENDOR together with the right of allotment and possession of the said Flat in favour of the PURCHASER on receipt of full and final payment.

(7) It is hereby expressly agrees that any charges, fees, premium demanded by the said society / builder for transferring the shares held by the VENDOR together with a right of allotment and possession of the said Flat, the same shall be borne and paid by the both the parties equally.

(8) The VENDOR hereby agrees to sign all transfer forms, applications, papers, documents, agreements, notices etc. for effectual transfer of the said Flat in favour of the PURCHASER and for this purpose the VENDOR hereby further agrees to attend to the office of Sub-registrar at Mumbai, sign and admit the execution of these present lodged or to be lodged for registration by the PURCHASER.

(9) The VENDOR hereby undertakes and declares that any nomination, assignments, power of Attorney given in regards to the said Flat No. 1011 if made by the VENDOR or his duly constituted Attorney, or authorized person, or persons, made with the said society or otherwise, prior to the date of execution of this Agreement in favour of any person or body of persons other than the said PURCHASER shall hereafter be deemed to be null and void, in-operative, cancelled and withdrawn.

(10) It is hereby expressly agrees upon that the registration fees and other expenses payable for lodging this Agreement for registration with the Sub-Registrar of Assurance at Mumbai and the Stamp Duty payable under the newly amended Bombay Stamp Act, the same shall be borne and paid by the PURCHASER alone.

(11) On receipt of full and final payment, the VENDOR hereby agrees to surrender, relinquish and release all their right, title, interest, benefit and claims in respect of the said Flat in favour of the PURCHASER and the VENDOR undertakes not to claim any such right, title, interest, benefit in respect of the said Flat in future also.

(12) The VENDOR hereby agrees to hand over the vacant, peaceful and complete possession of the said Flat to the PURCHASER on receipt of the full and final payment from the PURCHASER.

(13) The VENDOR hereby agrees to deliver to the PURCHASER the original agreement for sale and other relevant documents pertaining to the said Flat on receipt of the full and final payment from the PURCHASER.

(14) The VENDOR has no objection if the M.S.E.B, providing electricity in the said flat, transfers along with the deposit in respect of the said Flat No. **1011**  in the name of the PURCHASER in the record of the Society.

(15) The PURCHASER agrees to become the member of the said **GARDEN VIEW APARTMENT CHS. LTD.** and agrees and undertakes to abide by the bye-laws of the and the PURCHASER hereby agrees and undertakes to pay to the said **GARDEN VIEW APARTMENT CHS. LTD.**  his share of the maintenance charges of the said Flat regularly from the date of possession.

(16) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats ( Regulation of the promotion of Construction, Sale Management & Transfer) Act, 1963 and rules made thereunder.

# THE FIRST SCHEDULE ABOVE REFERRED TO

Flat No: **1011** on **10th** Floor in **“L”** Building to be known as **GARDEN VIEW APARTMENT CHS. LTD.**

Area of the Flat : admeasuring **50.18** Sq. Mtrs. Built-up Area

Location of property : Royal Palms Estate, Mayur Nagar, Village Maroshi, Aarey Milk Colony, Near Unit No: 26, Goregaon (East), Mumbai-400 065, Land C.T.S. No: 1627 of Village Maroshi Taluka Borivali, Zone 54 / 254 A.

Building structure : RCC – Ground + Twenty floors with lift facility.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set and subscribed their respective hands and seals to this present on this **\_\_\_th** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024**

SIGNED AND DELIVERED

by the within named the VENDOR

**MR. MANISH SINGH**

in the presence of .........…………………...

1.

2.

SIGNED AND DELIVERED

by the within named the PURCHASER

**MR. YUDHISHTHIR CHANDAN**

in the presence of .........……………………

1.

2.

# R E C E I P T

Received of and from a sum of **Rs. 4,00,000/-**(**Rupees Four Lakhs Only**) from the withinnamed PURCHASER **MR. YUDHISHTHIR CHANDAN** as mentioned in Clause No. 2 of this Agreement for Sale as part money/Deposit in terms of this Agreement pertaining to payment schedule. (This receipt stand valid subject to realization of cheques / NEFT) from the within named the PURCHASER, being the part sale consideration paid under the terms of these presents.

 I SAYS RECEIVED

**MR. MANISH SINGH**

VENDOR

WITNESSES:

1.

2.

**AGREEMENT FOR**

**SALE**