

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_\_ day NOVEMBER, 2024 BETWEEN **SMT. ANAGHA KISHORE SHELAR**, age 60 years, adult, Indian Inhabitant, Owner of Flat No.15, 3rd floor, Bldg. No.3, "B" Wing, KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., Plot No.3, Nagari Nivara Parishad, Gen. A.K. Vaidya Marg, Dindoshi, Goregaon (E), Mumbai-400 065, hereinafter called and referred to as the "**TRANSFEROR/VENDOR**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the ONE PART AND 1) **MISS NIKITA SADANAND PATIL**, age 27 years, & 2) **MIR. YOGESH SADANAND PATIL**, age 25 years, both adult, Indian Inhabitants, of Mumbai, presently residing at Sai Gruh Welfare Society, Near Queen Mary Highschool, Gokuldharm, Pimpri Pada, Malad(East), Mumbai-400097, hereinafter called and referred to as the **TRANSFEREES/PURCHASERS** (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS by an Agreement dtd.1st day of JUNE, 2002, registered with Joint Sub Registrar Bovivali-1, MSD under Serial No.BDR-2/3061/2002 dtd.03/06/2002 the Flat No.15, 3rd floor, Bldg. No.3, "B" Wing, KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., Plot No.3, Nagari Nivara Parishad, Gen. A.K. Vaidya Marg, Dindoshi, Goregaon(E), Mumbai-400 065, admeasuring 32.451 Sq. Mtrs. i.e. 349.17 Sq. Ft. Carpet area and 36.172 Sq. Mtrs., i.e. 389.211 Sq. Ft. built up area in the building having Ground plus three upper floors, without lift and constructed in the year 2002 on plot of land bearing C.T.S. No.827C/91, Village Malad(E), Taluka Borivali, M.S.D. originally allotted in the Transferor/Vendor herein by Nagari Nivara Parishad (hereinafter called and referred to as the said flat).

AND WHEREAS the Transferor/Vendor has paid full cost price of the said flat and thereby acquired its full and absolute ownership rights.

AND WHEREAS since the acquisition of the ownership rights, title and interest in respect of the said flat the Transferor/Vendor is in exclusive use, occupation, possession and enjoyment of the above said flat and also paid and cleared all the dues, taxes, Society charges, outgoing, electricity charges etc. of the above said flat upto date.

AND WHEREAS the Transferor/Vendor is member of KAVERI Nagari Nivara Co-op. Housing Society Ltd., a society registered under the provisions of The Maharashtra Co-Operative Societies Act, 1960 vide No.MUM/WP/HSG/TC/12266/2003-04 and holding its Share Certificate No.95 dtd.04/08/2013 for five fully paid up shares of Rs.50/- each bearing distinctive Nos.471 to 475(both inclusive).

AND WHEREAS now due to personal reasons the Transferor/Vendor is unable to stay in the above said flat and therefore, agreed to assign and transfer all the rights, title and interest in the above said flat in favour of the Transferees/Purchasers for the total cost price/consideration amount of Rs.61,50,000/- (Rupees Sixty One Lakhs Fifty Thousand only).

AND WHEREAS the Transferees/Purchasers having fully satisfied about the title of the Transferor/Vendor and having fully aware of the Nagari Nivara Parishad's Rules and Regulations accepted the above offer of the Transferor/Vendor on the following terms and conditions mutually agreed by and between the parties hereto as under:-

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

1. In pursuance of payment of part consideration amount to Transferor/Vendor by the Transferees/Purchasers at or immediately before the execution of these presents the receipt whereof the Transferor/Vendor do hereby admit and acknowledge of and from the same and every part thereof acquit, release and discharge the Transferees/Purchasers, their heirs, executors, administrators and assigns and everyone of them and also the said property he the Transferor/Vendor as beneficial do by these presents indefeasibly agree to grant, sell, convey and transfer, assign and assure unto the Transferees/Purchasers, their heirs, executors, administrators, representatives and assigns free from encumbrances, attachment and other defects in title ALL THAT the said Flat No.15, 3rd floor, Bldg. No.3, "B" Wing, KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., Plot No.3, Nagari Nivara Parishad, Gen. A.K. Vaidya Marg, Dindoshi, Goregaon(E), Mumbai-400 065, admeasuring 32.451 Sq. Mtrs. i.e. 349.17 Sq. Ft. Carpet area and 36.172 Sq. Mtrs., i.e. 389.211 Sq. Ft. built up area in the building having Ground plus three upper floors, without lift and constructed in the year 2002 on plot of land bearing C.T.S. No.827C/91, Village Malad (E), Taluka Borivali, M.S.D.

2. The Transferor/Vendor do hereby for himself, his heirs, administrators and representatives covenant with the Transferees/Purchasers their heirs, executors, administrators, representatives and assigns that notwithstanding any act, deed, or thing whatsoever, by the Transferor/Vendor had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer assign and assure the said flat hereby agreed to be granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the Transferees/Purchasers, their heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the Transferees/Purchasers, their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess the said flat.
3. On or before execution of these presents the Transferees/Purchasers have paid to the Transferor/Vendor a sum of Rs. **4,50,000/-** (Rupees Four Lakhs Fifty Thousand only) being the token money/part payments towards total consideration amount in respect of the said flat, the receipt whereof the Transferor/Vendor doth hereby acknowledge, confirm and discharge the Transferees/Purchasers of every part thereof.
4. The Transferees/Purchasers hereby agreed to make the payments of balance consideration amount of Rs. **57,00,000/-** (Rupees Fifty Seven Lakhs only) to the Transferor/Vendor in the following manner:-
- a) Rs. **61,500/-** (Rupees Sixty One Thousand Five Hundred only) will be deducted as 1% TDS (Income Tax) u/s. 194I of the Income Tax Act, 1961 on total cost/consideration amount of the Agreement for Sale.
  - b) Rs. **6,38,500/-** (Rupees Six Lakhs Thirty Eight Thousand Five Hundred only) agreed to pay on or before registration of Agreement for Sale.
  - c) Rs. **50,00,000/-** (Rupees Fifty Lakhs only) agreed to pay within 45 days time from the date of registration of Agreement for Sale by obtaining housing loan from bank/financial institution or through own funds.
5. Upon receipt of Rs. **56,38,500/-** (Rupees Fifty Six Lakhs Thirty Eight Thousand Five Hundred only) as per Clause No.4 b & c herein above from the Transferees/Purchasers being the balance consideration amount in respect of the said flat the Transferor/Vendor shall put the Transferees/Purchasers in actual, legal, vacant, exclusive use and occupation and possession of the said flat.

6. The Transferor/Vendor hereby declare to the Transferees/Purchasers that :-

- (a) Since the date of acquisition of ownership rights, title and interest in respect of the said flat by the Transferor/Vendor, the Transferor/Vendor herein being put in possession of the said flat, the Transferor/Vendor herein is in actual, sole and exclusive use, occupation and enjoyment of the said flat with sole and exclusive lock and key control thereof. The Transferor/Vendor has not created or agreed to create any third party rights in respect of the said flat, till the date hereof and that the Transferor/Vendor has neither inducted or agreed to induct any third party in use, occupation, possession and/or enjoyment of the said flat or any part or portion thereof till the date hereof and that the Transferor/Vendor never charged or mortgaged or otherwise encumbered the said flat.
- (b) That the Transferor/Vendor is sole, absolute and real owner in possession of the said flat and that save and except the Transferor/Vendor, no third party and or has any right, title, interest and/or claim of whatsoever nature in that behalf.
- (c) That the Transferor/Vendor, as on the date hereof, has good, valid and subsisting right, full power and absolute authority to sell and dispose off the said flat, to the Transferees/Purchasers, without the Transferor/Vendor being prevented by any agreement, restrictive covenant, right or preemption, attachment, forfeiture, confiscation, appointment of Receiver or any other adverse factors or events whatsoever.
- (d) That the title of the Transferor/Vendor in respect of the said flat as on the date hereof is clear and marketable free from all encumbrances and reasonable doubts including free from any third party adverse deal, arrangement, understanding, agreement, contract, joint venture, partnership, sale, transfer, conveyance, assignment, release, relinquishment, assurances, lease, monthly tenancy, leave & license, gift, exchange, charge, mortgage, encumbrance, disputes (contentious or non contentious) bail, bond, security, surety, indemnity, guarantee, any private or public debts, duties and/or levies, maintenance, adoption, succession, inheritance, suit, litigation, legal/statutory proceedings, any decree, order, judgment, award, direction, injunction, attachment, appointment, award, any notice/notification or award either for requisition, forfeiture or confiscation of the said flat or otherwise.

(e) That in the bonafidely Transferees/Purchasers with resp.

- (e) That in the manner aforesaid, the Transferor/Vendor has truly, honestly, bonafidely, completely and in good faith disclosed to the Transferees/Purchasers all the relevant material facts and information with regard to the title and possession of the Transferor/Vendor in respect of the said flat, without deliberately suppressing and/or concealing from the Transferees/Purchasers anything whatsoever. On execution of this agreement the Transferees/Purchasers have verified the title of the Transferor/Vendor in respect of the said flat on the basis of documents produced by the Transferor/Vendor and Transferees/Purchasers are satisfied of the same.
- (f) The Transferor/Vendor hereby further declare that the said flat is free from any encumbrances and after acquiring the rights in respect of the said flat, he has not created any mortgage or lien on the said flat and he is exclusive owner thereof.
7. The Transferor/Vendor hereby agree and undertake to deliver to the Transferees/Purchasers the said original documents pertains to the said flat including original Allotment letter, possession letter, share certificate and all other original documents in his possession for housing loan purpose.
8. The Transferor/Vendor hereby declare that the said flat is provided with electricity connection and the Transferor/Vendor has no objection if the said meter alongwith the security deposits is being transferred in the names of the Transferees/Purchasers and the Transferor/Vendor grants his specific consent for the same.
9. The Transferor/Vendor hereby agree, undertake and covenant with the Transferees/Purchasers as follows:-
- (i) That he, the Transferor/Vendor, shall keep the Transferees/Purchasers duly indemnified, harmless and well-saved and defended of from and against any former and other rights, title, interest, claim, demand, estate, possession, property rights, any debts, dues, liabilities and/or obligations in respect of the said flat and shall reimburse to the Transferees/Purchasers all losses and damages sustained and all costs, charges and expenses incurred.

(ii) That in the event of all or any of the representations/declarations by the Transferor/Vendor as contained in the foregoing recitals are found to be false, fraudulent, dishonest, untrue, incorrect, malafide, not in good faith and in bad faith and in the event of the Transferors/Purchasers sustaining any loss or damage and incurring any costs, charges and expenses on account thereof, in that event, the Transferors/Purchasers shall be held harmless, well-saved and defended at all times and shall also reimburse to the Transferors/Purchasers all the loss and damages sustained and costs, charges and expenses incurred on account thereof.

(iii) That he the Transferor/Vendor shall sign, execute, deliver and/or register such other and further deeds, documents, papers and writings and shall do such other and further acts, deeds, matter and things as may be usual, necessary and/or warranted for absolute, better, complete, legal and perfect sale and transfer of the said flat in the record of the KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., and the said electricity connection and deposit, if any, in that behalf lying to the credit of the Transferor/Vendor in the records of electric company.

10. The Transferors/Purchasers hereby agree, undertake and covenant with the Transferor/Vendor:-

(a) That the Transferors/Purchasers shall become members of the KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., and pay usual membership fees etc. connected with the admission of the membership.

(b) That the Transferors/Purchasers shall observe the terms and conditions of this agreement and the provisions of Maharashtra Ownership Flats Act and Maharashtra Co-operative Societies Act and Rules framed there under and the Bye-Laws of the Society and they shall be liable and responsible for all faults and defaults in that behalf and for the resultant consequences ensuing on account thereof.

(c) That they the Transferors/Purchasers shall bear and pay for the period from the date of taking over vacant and peaceful possession of the said flat and from time to time (and not for the period prior thereto) all the outgoings of the said flat to the Housing Society of the said building known as KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd., and the electricity dues/charges to the M/s. Adani Electricity Mumbai Ltd., in respect of the said electricity connection. That the Transferors/Purchasers shall be entitled to any amount standing in the credit of the Transferor/Vendor in the accounts of the said KAVERI Nagari Nivara Co-Op. Hsg. Soc. Ltd.,

11. It is hereby agreed that the Transfer charges shall and Registration charges shall be borne and paid by the Transferor/Vendor shall not be. Each party shall bear and...

11. It is hereby agreed by and between the parties that the Society and Registration charges shall be borne by both the parties equally. Stamp duty shall be borne and paid by the Transferees/Purchasers alone and the Transferor/Vendor shall no way responsible for payment of the same. Each party shall bear and pay their respective Advocates fees and charges.

**SCHEDULE OF THE PROPERTY**

Flat No. 15, 3rd floor, Bldg. No.3, "B" Wing, KAVERI Nagarivara Co-Op. Hsg. Soc. Ltd., Plot No.3, Nagari Nivara Parishad, Gen. A.K. Vaidya Marg, Dindoshi, Goregaon (E), Mumbai-400 065, admeasuring 32.451 Sq. Mtrs. i.e. 349.17 Sq. Ft. Carpet area and 36.172 Sq. Mtrs., i.e. 389.211 Sq. Ft. built up area in the building having Ground plus three upper floors, without lift and constructed in the year 2002 on plot of land bearing C.T.S. No.827C/91, Village Malad (E), Taluka Borivali, M.S.D.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED by the }  
withinnamed TRANSFEROR/VENDOR }  
**SMT. ANAGHA KISHORE SHELAR** }  
**PAN NO.ALDFPS3823M** }

In the presence of..... }  
..... }

SIGNED AND DELIVERED by the }  
withinnamed TRANSFEREES/PURCHASERS }  
**MISS NIKITA SADANAND PATIL** }  
**PAN NO.DEPP2170B** }

**MIR. YOGESH SADANAND PATIL** }  
**PAN NO.EENPP6115D** }  
in the presence of..... }  
..... }

WITNESSES :-

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

RECEIPT

**RECEIVED** of and from the withinnamed  
TRANSPERREES/PURCHASERS a sum of Rs. **4,50,000/-** (Rupees Four  
Lakhs Fifty Thousand only) being the Token Money towards  
cost/consideration amount as per clause 3 of these presents as under:-

- 1) Rs. **50,000/-** (Rupees Fifty Thousand only) paid by Cheque  
No.859040 dtd.14/10/2024 drawn on State Bank of India,  
Gokuldhm, Next to Dindoshi Bus Depot, Malad(East), Mumbai-4000  
97 branch.
- 2) Rs. **4,00,000/-** (Rupees Four Lakhs only) paid by Cheque No.347542  
dtd.11/11/2024 drawn on State Bank of India, Gokuldhm, Next to  
Dindoshi Bus Depot, Malad(East), Mumbai-4000 97 branch.

I say received Rs. **4,50,000/-**

(**SMT. ANAGHA KISHORE SHELAR** )

VENDOR

WITNESSES :-

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

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