

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered in to at Badlapur, on
thisst Day Of **AUGUST 2026**.

B E T W E E N

MR. SUNIL SADABRIJ YADAV Age 42 Years Pan No. ACMPY6190K
an Adult Indian Inhabitant resident at **Veer Sambhaji Nagar, T.G. 76,**
4/8, Hari Om Baba Chawl, LBS Marg, Mulund (W) Mumbai 400080
hereinafter referred to as “THE TRANSFEROR” (Which expression shall
unless it be repugnant to the context or meaning Successor, Successors
in interest legal representatives to be deemed to mean and include
his/her/their heirs, executors, administrators and assigns) of the ONE
PART.

AND

(1) MR. PIYUSH GOKUL PATIL Age 28 Years Pan No. DWJPP1834H
an Adult Indian Inhabitant **(2) MRS. KALPANA GOKUL PATIL Age 52**
Years Pan No. ECUPP2849J an Adult Indian Inhabitant both residents
at **Flat No. 201, Amardeep Building, Behind D Adda Hotel, Belavali,**
Badlapur (W) Tal. Ambernath, Dist. Thane 421503 Herein-after
referred to as "THE TRANSFEREES" (Which expression shall unless it
be repugnant to the context or meaning Successor, Successors in
interest legal representatives thereof, shall deemed to mean and include
his/her/their heirs, executors, administrators, & assigns) of the **OTHER**
PART.

WHEREAS the First owner i.e. **MR. SUNIL SADABRIJ**
YADAV of **Flat No. 404, On the 4th Floor, B Wing, Building No. 2,**
Building Known as "SHREE KRISHNA RESIDENCY", Society Known
as "SHREE KRISHNA RESIDENCY BUILDING NO. 2 CO - OPERATIVE
HOUSING SOCIETY LTD.", Valivali, Badlapur (w), Tal. Ambernath,
Dist. Thane 421503, Having purchased from **M/S. PANCHALA**
BUILDERS & DEVELOPERS A Partnership Firm Through its Partner
MR. SAHIL LALJIBHAI PANCHALA by an Agreement for sale Dated
03RD day of **SEPTEMBER, 2011.**

AND the said original Agreement dated **03/09/2011** is lodged
for registration at the office of the sub-registrar of assurance at
Ulhasnagar-2 under No. **UHN -2 /9015** on dated **03/09/2011.**

AND WHEREAS , The society is a Registered Society under the name of **“SHREE KRISHNA RESIDENCY BUILDING NO. 2 CO - OPERATIVE HOUSING SOCIETY LTD.”**, under the Maharashtra Co-operative Societies Act 1960, duly registered under **Sr. No. TNA/ AMB/ HSG/ (T.C.)/ 33919/ 2021 – 2022/YEAR 2021 DATED 30/06/2021** hereinafter for the **“SAID SOCIETY”** and the Vendor/Transferor is the legal member of the said Building Society.

WHEREAS the **Transferor** is/are the Owner of the **Flat No. 404, On the 4th Floor, B Wing, Building No. 2, Building Known as “SHREE KRISHNA RESIDENCY”, Society Known as “SHREE KRISHNA RESIDENCY BUILDING NO. 2 CO - OPERATIVE HOUSING SOCIETY LTD.”, Valivali, Badlapur (w), Tal. Ambernath, Dist. Thane 421503**, Constructed on the Plot of land bearing **Gut No. 69/2, 69/3**, situated at Village **VALIVALI**, within limits of Kulgaon Badlapur Municipal Council Taluka Ambernath Dist: Thane hereinafter referred to as **“THE SAID SOCIETY”**.

AND WHEREAS the Transferor is/are absolute owner of, Occupying, Enjoying clear & marketable title of and occupying the **Flat No. 404, On the 4th Floor, B Wing, Building No. 2, Building Known as “SHREE KRISHNA RESIDENCY”, Society Known as “SHREE KRISHNA RESIDENCY BUILDING NO. 2 CO - OPERATIVE HOUSING SOCIETY LTD.”, Valivali, Badlapur (w), Tal. Ambernath, Dist. Thane 421503**, Admeasuring area about **475 Sq. Ft. (Carpet)**, hereinafter referred to as **“THE SAID FLAT**.

NOW IT IS AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

1. That the **Transferor** shall sell and transfer to the **TRANSFEREES** the said **FLAT** for the consideration **Rs. 19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only)** to be paid by the **TRANSFEREES** to the **Transferor** as hereinafter mentioned : -

Sr. No.	Dated	Amount	Cheque/ IMPS/ NEFT/RTGS Ref. No.	Bank Name
		3,50,000/-		

The Balance Amount of Rs. **16,00,000/-** (Rupees **Sixteen Lakh Only**) the TRANSFEREES shall pay to the Transferor on/or before possession as per the agreed consideration from any financial institution of Loan/or cash within working 45 days and also take in custody all the original documents including Agreement for sale, payment receipts.

The Transfer fee of the society will be paid equally by both the parties.

2. It is made clear and it is agreed, confirmed and declared by the Transferor and the TRANSFEREES that the TRANSFEREES shall be bound and liable to pay the Stamp Duty as per the Bombay Stamp Duty Act, and Registration Charges as per the existing market rate on the said Transfer and in the event if the TRANSFEREES fails to pay the Stamp Duty and Registration Charges as mentioned herein above then the TRANSFEREES herein shall pay all the fines, penalties, Interest, etc. levied by the Stamping Authorities and shall indemnify and keep the Transferor and the Society including the office bearers of the society indemnified against all such stamp duty, penalties, fines etc., as above mentioned. However the stamp duty or duties and charges in respect of

all previous transfers in respect of said flat shall be responsibility of Transferor.

3. The Transferor agrees to hand over to the TRANSFEREES all original receipts, share certificate, writings and papers pertaining to the said shares and the said **FLAT** and incidental rights thereto transferred in the records of the society to the name of the TRANSFEREES after the full and final payment.

4. The Transferor hereby agrees that on the execution of this agreement the Transferor shall hand over absolute, vacant, and peaceful possession of the said **FLAT** to the TRANSFEREES immediately after the full and final payment.

5. It is agreed by and between the Transferor and TRANSFEREES to execute the necessary instrument of Transfer of the said **FLAT** and to lodge the same with the said Society together with the share certificates for the purpose of transferring the said shares and the said unit to the names of the TRANSFEREES in the record of the said Society after the full and final payment.

6. The Transferor further agrees and undertakes to obtain all the necessary sanctions, permissions and signatures on all such documents and papers and to do or cause to be done all such further acts, deeds, matters or things as may be necessary and expedient for absolutely & effectively transferring clear marketable rights the said **FLAT** in favour of the TRANSFEREES after the full and final payment.

7. The Transferor shall give all co-operations to the TRANSFEREES to get the approval of the said Society for the transfer of clear marketable rights the said **FLAT** in the name of the TRANSFEREES and the admission of the TRANSFEREES as the member of the Society.

8. Transferor hereby agrees that he/she/they will present and hand over all the necessary and registered documents in original pertaining or related to scheduled flat to TRANSFEREES as demanded by the bank or financial institutions to which TRANSFEREES has/have applied for home loan.

9. The Transferor shall sign all Transfer forms for transfer of clear and marketable title of the said **FLAT** to the names of TRANSFEREES in the records of the said Society.

10. The TRANSFEREES shall be entitled to get the said **FLAT** transferred to his/her/their names at any time after full and final payment.

11. The Transferor shall execute all necessary Transfer forms and other Documents of transfer in favour of the TRANSFEREES and shall hand over to the TRANSFEREES the original share certificates and other papers relating to the said **FLAT** in his/her/their possession.

12. The Transferor hereby agree and undertake to pay all the Municipal Taxes, Charges, Water Charges, Electricity, Maintenance, etc., and other incidental outgoing charges payable by laws of Society and under any other laws as applicable for the said **FLAT** up to date of handing over the possession by the Transferor to the TRANSFEREES. The same shall

be paid by the TRANSFEREES thereafter. The Transferor and the TRANSFEREES mutually agree to indemnify each other against any claim in respect thereof. The TRANSFEREES hereby agree and undertakes to pay the regular maintenance, municipal taxes and other taxes as may become payable under the by-laws of the society and under any other law. The TRANSFEREES hereby agrees to indemnify the Transferor against such claims that may be made by the society against the Transferor in future.

13. The Transferor hereby declares that the Transferor has/have Sole and absolute power to enter into sale deed agreement with regard to said flat and has/have not created any right, title, or interest in favour of any other Third party or has/have not created any encumbrances charges, liens, attachments on the said **FLAT**. The Transferor further declares that he/she/they has/have not received any Notice of any nature whatsoever whereby the said Transferor is/are prohibited or prevented from Transferring the shares, or the said **FLAT** in favour of the TRANSFEREES.

14. The Transferor has/have declared to the TRANSFEREES that Transferor has/have complied with and performed all the obligations on the part of the Transferor, to be performed as member of the society and has/have in no manner committed any breach of the rules and regulations of the said society or any other laws affecting title of said flat and that the right of the Transferor as such is/are in no way affected by any adverse claim/s of any person or persons.

15. The Transferor declares that he/she/they has/have sole and absolute right to transfer the said **FLAT** to the TRANSFEREES. From the date of handing over of the possession of the said flat by the Transferor, the TRANSFEREES shall be entitled for absolute, quiet and peaceful possession and occupation of the said **FLAT** without any hindrance of any nature whatsoever by the Transferor or any other person lawfully or equitably claiming through under or in trust for the Transferor.

16. The TRANSFEREES hereby agree to abide by the rules and regulations and by-laws of the said society and other laws as applicable being admitted as the member and to pay and discharge all the cost demands, contribution dues in respect of the said **FLAT** after the date of handing over the Possession of the said **FLAT** by the Transferor to the TRANSFEREES.

17. The Transferor hereby covenants with the TRANSFEREES that the Transferor shall from time to time and at all times, hereinafter whenever called upon by the TRANSFEREES or his/her/their Advocates or Attorneys do and execute or cause to be done and executed at the cost charges and expenses of the TRANSFEREES all such acts, deeds and things including executing the necessary documents as may be reasonably required by the TRANSFEREES for more perfectly securing the interest of the TRANSFEREES in the said **FLAT** agreed to be hereby transferred to the use of the TRANSFEREES.

18. The Transferor further declares that the Transferor has/have not encumbered and or mortgaged or otherwise dealt with the said **FLAT** in any manner whatsoever except by this agreement.

19. The Transferor hereby agrees, confirms, and declares that:

(a) not withstanding any act, deed matter or things whatsoever by the Transferor or any person or persons lawfully or equitably claiming by from under or in trust for the Transferor made, done, committed, omitted and knowingly suffered. To the contrary the Transferor has/have in himself/herself/themselves good right, Full power and absolute authority in his/her their own right to assign and transfer the said **FLAT** and the said Shares in favour of the TRANSFEREES.

(b) that neither the Transferor, nor the Society, nor any persons claimed by from or under in trust for them or any of them have created any trust charges, mortgage, lien or any other encumbrances on the said **FLAT** or any part thereof and that there is no notice of impendence or attachment pending or subsisting in respect of the said **FLAT** or the said Shares into any agreement or documents for sale, lease, mortgage or charges of the said **FLAT** or any part thereof. (c) The Transferor has/have not received any notice of requisition of the said **FLAT** or any part thereof.

20. The Transferor hereby agree and undertake not to deal with the said **FLAT** etc., in any manner whatsoever or to create any right therein hereinafter. The Transferor hereby agrees to pay all taxes and out-goings payable in respect of the said **FLAT** till the date of handing over possession of the said unit to the TRANSFEREES and hereby agrees to

indemnify and keep indemnified to TRANSFEREES against all claims demands and actions in that behalf.

21. If the transaction is not completed on account of the wilful default on the part of the Transferor then the TRANSFEREES shall be entitled to Cancel the Agreement for Sale, claim all the money paid as part of full payment towards purchase of said flat, including claims of losses, charges, costs etc., incurred till date of such cancellation without prejudice to his/her/their other rights and remedies in law.

22. If the transaction is not completed on account of the wilful default of the TRANSFEREES then the Transferor shall be entitled to cancel the Agreement for Sale and return all the money received from buyer after deduction of claims of losses, charges, costs etc., incurred till date of such cancellation without prejudice to his/her/their other rights and remedies in law.

23. The Transferor both hereby agrees and covenants with the TRANSFEREES that the Transferor shall from time to time and at all times hereafter at the request and costs of the TRANSFEREES do and execute at the costs of the TRANSFEREES all such acts, deeds, matters, things, papers or documents as shall be reasonably required by the TRANSFEREES assigning and vesting the said **FLAT** and the said Shares unto the TRANSFEREES for his/her/their benefit.

24. Transferor Covenants with the TRANSFEREES that he/she/they shall not do any act, deed or thing clearing any charge, lien or encumbrance in respect of scheduled flat during the subsistence of this agreement.

25. This agreement shall always be subject to the provision contained in the Maharashtra Ownership **FLATS** Act 1963 and Maharashtra Ownership Rules 1964 or any other provision of laws applicable hereto.

26. It is hereby expressly provided and agreed by both TRANSFEREES and Transferor hereto that both parties are entitled to enforce specific performance of the agreement against each-other in case of breach of any conditions mentioned in this agreement along with right to claim all costs, charges, expenses and losses suffered by either of the parties.

: SCHEDULE ABOVE REFERRED TO :

Flat No. 404, On the 4th Floor, B Wing, Building No. 2, Admeasuring area about 475 Sq. Ft. (Carpet), Building Known as “SHREE KRISHNA RESIDENCY”, Society Known as “SHREE KRISHNA RESIDENCY BUILDING NO. 2 CO - OPERATIVE HOUSING SOCIETY LTD.”, Valivali, Badlapur (w), Tal. Ambernath, Dist. Thane 421503, a Registered society and bearing Registration No. **Sr. No TNA/ AMB/ HSG/ (T.C.)/ 33919/ 2021 – 2022/YEAR 2021 DATED 30/06/2021 Constructed on Plot of land bearing **Gut No. 69/2, 69/3**, situated at Village **VALIVALI**, in the Registration District, Sub-District of Thane.**

**IN WITNESS WHERE OF THE PARTIES TRANSFEROR
AND TRANSFEREES here unto set and subscribed their
respective hands and seals in presence of Witnesses on the day
and year written.**

SIGNED & SEALED DELIVERED

BY THE WITHINNAMED TRANSFEROR)

MR. SUNIL SADABRIJ YADAV,) _____

SIGNED & SEALED DELIVERED)

BY THE WITHINNAMED TRANSFEREES

(1) MR. PIYUSH GOKUL PATIL,) _____

(2) MRS. KALPANA GOKUL PATIL,) _____

In the presence of)

1. _____

2. _____

RECEIPT

Received on/or before execution hereof and from with named “TRANSFEREES” a sum of **Rs. 3,50,000 /- (Rupees Three Lakh Fifty Thousand Only)** being the Token & Part Payment of agreed consideration as mentioned herein and paid to me/us in the following manner :-

Sr. No.	Dated	Amount	Cheque/ IMPS/ NEFT/RTGS Ref. No.	Bank Name
		3,50,000/-		

I Say Received Rupees 3,50,000/-

MR. SUNIL SADABRIJ YADAV,
TRANSFEROR

WITNESSES :-

1.

2.