

## **AGREEMENT FOR SALE**

THIS AGREEMENT is made at **MIRAROAD**, on this \_\_\_\_ day of **September**, in the Christian Year Two Thousand **Twenty-Six** BETWEEN **MRS. VANITA VASUDEO KADAM**, Age about 49 years, having **PAN NO. BGOPK6763P**, & **MR. AMIT VASUDEO KADAM** Age about 38 years, having **PAN NO. BFOPK8302K** Indian inhabitants, Holder of Flat No. A/101, First Floor, Shakti Nagar “D” CHS.LTD, Near Post Office. Mira road (East), Thane 401 107, hereinafter referred to as "**THE TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators & assigns) of the **FIRST PART**.

**AND**

**MR. AKASH LAXMIKANT MADHUKAR**, age about **29** years, having **PAN NO. CNSPM3919F** Indian Inhabitants, residing at Flat No. A/2002, 20<sup>TH</sup> Floor, Virat Heights, Santi Nagar, Mira road, Thane 401 107, hereinafter called the “**TRANSFEREES**” [which expression shall unless it is repugnant to the context or meaning thereof, is deemed to include, their heirs, executors, successors, legal representative, administrators, and assigns] of the **SECOND PART: -**

**(Hereinafter the TRANSFERORS & TRANSFEREES individually referred as PARTY & collectively as PARTIES.)**

**WHEREAS:**

A] The TRANSFERORS are the members of “**SHAKTI NAGAR “D” CO-OP. HSG. SOC. LTD.,**” registered under Maharashtra Co-operative Societies Act, 1960 bearing registration no. **TNA/HSG./TC/5120/91-92 Dated 20/06/1992**, Survey No. 511(A), New Survey No.137/1(P), Hissa No. 01 Part, Mira Road (East), Village **Bhayander**, District: **Thane**, within the area of Sub Registrar at Thane I/II/III/IV/V/VI/VII and as such member of the said society, the TRANSFERORS is entitled to **05** shares of the said society of the face value of Rs. 50/- each, Member’s Registration No. 06, Distinctive nos. from 36 to 40, hereinafter for brevity’s sake collectively referred to as “**THE SAID SHARES**” said have been holding the **Flat bearing No. A/101 on First Floor**, admeasuring 400 Sq. Ft. (Built up Area) in the building known as “ **SHAKTI NAGAR “D” CO-OP. HSG. SOC. LTD.,**” Constructed on land bearing Survey No. 511(A), New Survey No.137/1(P), Hissa No. 01 Part, District **Thane**, [hereinafter for brevity’s sake collectively referred to as “**THE SAID Flat**”]

B] **MRS. VANITA VASUDEO KADAM & MR. AMIT VASUDEO KADAM** had purchased the said FLAT from Mrs. **VIJAYA RAMCHANDRA IYER**, vide Agreement for Sale dated **07/02/2013**, duly registered with Registrar of

Assurances at Thane - 7, Bhayander, and vide Document No. **0999/2013**, dated **07/02/2013**.

**MRS. VIJAYA RAMCHANDRA IYER**, had purchased the said FLAT from Mr. **SHAMSHAD AHMED & MOHD. NASIR USMANI**, vide Agreement for Sale dated **07/06/2002**, duly registered with Registrar of Assurances at Thane - 7, Bhayander, and vide Document No. **2685/2002**, dated **07/06/2002**.

**Mr. SHAMSHAD AHMED & MOHD. NASIR USMANI** had purchased the said FLAT from **M/S.TIP TOP DEVELOPERS**, having its registered office at **Rao Chawl, Hanuman Nagar, Akruli X Road, Kandivali (East) Mumbai 400 101**, vide Original Agreement for Sale dated **10/11/1991**, but this Agreement lodged for Registration at the office of Sub-Registrar of Assurances at Thane - 4, and vide Document No. **3128/1996**, dated **07/08/1996**.

C] The TRANSFERORS is ready and willing to sell, transfer rights, title and interest and the said FLAT to the TRANSFEREES which the TRANSFEREES have agreed to purchase for a lump sum price of **Rs. 49,50,000/- (Rupees: Forty-Nine Lakh Fifty Thousand Only)**.

D] The TRANSFERORS herein has obtained permission from the society to sell the said Flat to the TRANSFEREES herein, and the society has agreed to transfer the said FLAT in the name of the TRANSFEREES.

E) The said FLAT is being purchased by the TRANSFEREES for Residential purpose and to which the provision of the Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) act, 1963 apply.

F] That the TRANSFERORS shall guarantee their sole and absolute title in the said FLAT to be sold and shall enter into all the usual covenants.

G] The TRANSFEREES have prior to the execution of the Agreement satisfied about the title of the TRANSFERORS to the said Flat and have agreed to acquire the said FLAT and the right, title and interest on the terms and conditions.

**NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1] The TRANSFERORS has agreed to transfer the right, title and interest to the TRANSFEREES, in the said Flat for a total consideration of **Rs. 49,50,000/- (Rupees: Forty-Nine Lakh Fifty Thousand Only).**

2] The TRANSFEREES shall make the payment to TRANSFERORSS as follows:-

2.1] The TRANSFEREES have paid the sum of **Rs. 50,000/- (Rupees: Fifty Thousand Only)** being the **PART PAYMENT** of the said FLAT herein above mentioned [the payment and receipt whereof the TRANSFERORS do/doth hereby admit and acknowledge of and from the TRANSFEREES & attached herewith as **Annexure - I**]

2.2] It has been mutually agreed upon by and between the parties hereto that the TRANSFEREES shall pay to the TRANSFERORS the balance consideration of **Rs. 49,00,000/- (Rupees: Forty Four Lakh Seventy Nine Thousand Only)** by way of obtaining Loan from any Bank or any Financial Institution within **45 working** days from the date of Registration of this Agreement for Sale.

2.3] The TRANSFEREES shall obtain the letter of assignment from bank in the name of TRANSFERORS that the bank shall pay the balance Amount directly to TRANSFERORS.

2.4] If the full payment is not made within a period 45 working days from the date of Registration of the said Agreement For sale than it will be stand for cancellation & the PART PAYMENT will be refunded by the TRANSFERORS to TRANSFEREES after deducting or without deducting penalty charges with the mutual consent & understanding of both the parties.

2.5] The possession of the said FLAT at shall be handed over to TRANSFEREES only after receipt of Full & Final Payment by the TRANSFEREES or by their Bank or any other financial Institution.

3] The TRANSFERORS declares that no person except themselves have any right, title or interest of whatsoever nature in the said FLAT and further declares that they have not entered into any agreement for sale, agreement to lease of any other agreement in respect of the said FLAT or any part thereof and that no loans has been obtained by the TRANSFERORS by mortgaging the said FLAT or any portion thereof.

4] The TRANSFERORS hereby declare that they have paid all dues towards the Municipality Taxes, Electricity and Water Charges, Maintenance Charges, etc. in respect of the FLAT for the period ending of this Agreement. The TRANSFERORS hereby agrees and undertakes to indemnify and keep indemnified the TRANSFEREES against payment of such charges for the said period.

5] The TRANSFEREES shall have no claim save and except in respect of the FLAT hereby purchased by them the common passages and the common amenities provided by the builders in the said FLAT.

6] The TRANSFEREES shall not throw nor shall allow or cause to be thrown any dirt, rubbish or garbage or any other refuse out of the FLAT or any part thereof the said building.

7] The TRANSFERORS shall transfer the electricity meter in the said FLAT on the name of the TRANSFEREES.

8] The TRANSFEREES hereby convenient to keep the walls, sewers, pipes and appurtenances thereto belonging in good and tenantable conditions so as to support the shelter and protect the parts of the said building.

9] The TRANSFEREES accepts the construction and fittings etc. in respect of FLAT to be satisfactory as on the execution of this Agreement and shall not call upon the TRANSFERORS to cause any additions, alteration or repairs to the FLAT occupied by them nor shall hold the TRANSFERORS liable for any defect in the said construction.

10] Save as otherwise provided herein above all out of pocket costs charges and expenses for incidental of this Agreement, registration fee and other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the mutual consent of both the parties.

11] The TRANSFEREES accepts the construction and fittings etc. in respect of Flat to be satisfactory as on the execution of this Agreement and shall not call upon the TRANSFERORS to cause any additions, alteration or repairs to the Flat occupied by him nor shall hold the TRANSFERORS liable for any defect in the said construction.

12] The TRANSFERORS hereby agrees to transfer the amount paid for formation of such society and membership share thereof to the name of the TRANSFEREES.

13] The TRANSFEREES shall not use not shall allow or cause to be used the said FLAT or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants to other tenements in the said building nor use the said FLAT for any illegal or immoral purpose.

14] Save as otherwise provided herein above all out of pocket costs charges and expenses for incidental of this Agreement, registration fee and

other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the TRANSFEREES alone.

15] That the TRANSFEREES will be abide by the entire singular, Bye – Laws, Rules and Regulations in force of the society and which it may adopt from time to time.

17] The TRANSFEREE hereby agrees and undertakes to become member of “**SHAKTI NAGAR “D” CO-OP. HSG. SOC. LTD ”** Abide by its Rules, Regulations & Bye- Laws.

18] It has been mutually agreed by and between the parties hereto that Transfer Charges payable to the Society shall be borne and paid by the both the parties equally.

19] In the event of non-performance of the obligation by any one of the parties, the other party shall have right to enforce this Agreement for Sale through a court of competent jurisdiction.

20] The Agreement is subject to provision of Maharashtra Ownership Flat (Regulations of the Promotion of Construction sale, management and Transfer) Act, 1963 with rules made there under.

### **THE SCHEDULE OF THE PROPERTY**

Flat bearing No. A/101 on **First** Floor, admeasuring **400** Sq. Ft. (Built up Area) in the building known as “**SHAKTI NAGAR “D” CO-OP. HSG. SOC. LTD ”** Constructed on land bearing , Survey No. 511(A), New Survey No.137/1(P), Hissa No. 01 **Bhayander**, District **Thane**, within the area of Sub Registrar of Assurances at Vasai – I/II/III/IV/V/VI/VII.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS  
ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SINGED, SEALED AND DELIVERED ]

The within named “THE TRANSFERORS” ]

**MRS. VANITA VASUDEO KADAM**

**&**

**MR. AMIT VASUDEO KADAM** ]

]

In the presence of..... ]

1.

2.

SIGNED, SEALED AND DELIVERED BY ]

The within named “THE TRANSFEREES”

]

**MR. AKASH LAXMIKANT MADHUK** ]

In the presence of ..... ]

1.

2.

ANNEXURE - I

RECEIPT

RECEIVED on or before the execution hereof, of and from the within named TRANSFEREES, a sum of **Rs. 50,000/- (Rupees Twenty-One Thousand Only)**, as and by way of **PART PAYMENT** to be paid by them paid to me.

Payment is being received in the following manner: -

| DATE       | AMOUNT   | CHEQUE NO. | BANK          |
|------------|----------|------------|---------------|
| 24/09/2026 | 50,000/- |            | INDUSIND BANK |
|            |          |            |               |
|            |          |            |               |
|            |          |            |               |
| Total .... | 50,000/- |            |               |

Rs. 50,000/-

WE SAY RECEIVED,

WITNESSES: -

1.

2.

[TRANSFERORS]