

VILLAGE	:	ACHOLE
FLAT NO.	:	002, in B wing
AREA IN BUILT UP	:	52.88 Sq. Mtrs.
AGREEMENT VALUE	:	Rs.38,00,000/-
GOVT.VALUE	:	Rs.37,50,000/-
STAMP DUTY	:	Rs.2,66,000/-
REGISTRATION FEES	:	Rs.30,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Vasai on this ____ day of August 2026 between **MR. SAMIR B. TONDWALKAR** (Pan No.AJWPT6195N) aged 45 years, and **MRS. MEENAKSHI SAMIR TONDWALKAR** (Pan No.BOBPM5037B) aged 52 years, both adult Indian inhabitant residing at Flat No.B-002, Ground Floor, Savio Co-Operative Housing Society Ltd, Evershine City, Vasai-East, Taluka Vasai, Dist-Palghar-401208, hereinafter called '**THE TRANSFERORS**' (which expression shall unless repugnant to the context and meaning thereof include their heirs, administrators, executors and assigns etc.) of the **FIRST PART**:

Transferor/s

Transferee/s

AND

MR. AJIT KUMAR SINHA (Pan No.BEOPS0717P) aged 46 years, and **MRS. LALITA KUMARI SINHA** (Pan No.DACPK7482K) aged 38 years, both adults Indian inhabitants residing at Flat No.404, 4TH Floor, Rashmi Pride Co-operative Housing Society Ltd, Survey No.14 & 15 H No.456, Agarwal Circle, Nallasopara-East, Taluka Vasai, Dist-Palghar-401209. .hereinafter called '**THE TRANSFEREES**' (which expression shall unless repugnant to the context and meaning thereof include their heirs, executors, administrators, and assigns) of the **SECOND PART**:

WHEREAS:-

WHEREAS THE Vendors / Transferors acquired the rights, title and interest in respect of **Flat No. B-002**, admeasuring to **43.39 Sq. Mtrs. (Carpet)** area on **Ground Floor**, Building known as "**SAVIO**" Co-operative Housing Society Ltd., Evershine City situated on land bearing old Survey No.264 (218) H No.1 & 3, of village Achole, Taluka Vasai, Dist-Palghar. all of which Survey No. are now forming part of reconstituted **New Survey No.2** in term of the Kami Jast Patrak No.02/2002 dated 18/10/2001 of the Taluka Inspector of Land Records, Vasai and recorded in terms of **Mutation Entry No.5017** of **Village Achole**, Taluka Vasai, Dist-Palghar-401208 within the Jurisdiction of Vasai-Virar City Municipal Corporation in the limit of Sub-Registration Office Vasai, Dist-Palghar. (hereinafter referred to as '**the Said Flat**' for brevity's sake).

WHEREAS THE Vendors / TRANSFERORS have been admitted as member of Savio Co-op Housing Society Ltd, having its office at Evershine City, Village Achole, Vasai-East, Taluka Vasai, Dist –Palghar-401208, a society Registered under The Maharashtra Co-operative Societies Act, 1960 having registration No.TNA(VSI)/HSG/TC/**19961/2008-2009** Dated **22/08/2008** (hereinafter called “**The Said Society**”) and the society has issued share certificate No. **14** of five shares of Rs.50/- (Rupees Fifty only) each, of the aggregate value of Rs.250/- (Rupees Two Hundred Fifty only) bearing distinctive Nos. From **066** to **070** (both inclusive) in member’s register folio No. **014** issued by the said Society (hereinafter referred to as the “**Said Shares**”) issued by the society

- a) WHEREAS by an Agreement For Sale dated 21/08/2007 duly registered in the Sub-Registrar office Vasai-3, Taluka Vasai, District-Palghar, vide registration No. Vasai-3-8973-2007 dated on 29/08/2007 MR. JASINTO G. DASAN had purchased and acquired said flat from **M/S. SAVIO ENTERPRISES** a partnership Act 1932 and having its business office at 5, Jiten Apartment, Opp-Sarswat Co-operative Bank, Murbad Road, Kalyan, Pin code -421 304, therein referred to as ‘**THE BUILDERS**’
- b) WHEREAS by an Agreement For Sale dated 28/12/2010 duly registered in the Sub-Registrar office Vasai-3, Taluka Vasai, District-Palghar, vide registration No. Vasai-3-20191-2010 dated on 28/12/2010 MR. ASHOK B. RAJORIA and MRS. NEHA ASHOK ROJARIA have

purchased and acquired said flat from MR. JASINTO G. DASAN

- c) WHEREAS by an Agreement For Sale dated 04/09/2017 duly registered in the Sub-Registrar office Vasai-3, Taluka Vasai, District-Palghar, vide registration No.Vasai-3-8083-2017 dated on 06/09/2017 MR. ALOK KUMAR and MR. DEEPAK KUMAR have purchased and acquired said flat from MR.ASHOK B. RAJORIA and MRS. NEHA ASHOK ROJARIA
- d) WHEREAS by an Agreement For Sale dated 13/01/2022 duly registered in the Sub-Registrar office Vasai-3, Taluka Vasai, District-Palghar, vide registration No.Vasai-3-627-2022 dated on 13/01/2022 the present Transferor have purchased and acquired said flat from MR. ALOK KUMAR and MR. DEEPAK KUMAR
- a) AND WHEREAS the Transferee/s have physically inspected the flat and after satisfaction title of said flat the Transferees have requested to Transferors, and the Transferors have agreed to assign hereto and transfer unto the Transferees all his rights, title, interests and claims in the said Flat for a total consideration of **Rs.38,00,000/-** (Rupees Thirty Eight Lakhs only).
- b) AND WHEREAS the PURCHASERS has accepted the transfer unto them by the VENDOR of the said Flat more particularly described in the Schedule hereunder written for the said consideration and free from all encumbrances.

NOW THIS INDENTURE WITNESSES AS UNDER:

1. The Transferors are the sole and absolute owners and in exclusive possession of the said **Flat No.B-002**, on **Ground Floor**, Building known as **“SAVIO”** Co-operative Housing Society Ltd., Evershine City, **Village Achole**, Vasai-East, Taluka Vasai, Dist-Palghar.
2. The Transferees have agreed to acquire from the Transferors and the Transferors have agreed to sell and transfer the said flat on ‘OWNERSHIP BASIS’ for the sum of **Rs.38,00,000/-** (Rupees Thirty Eight Lakhs only) in full and final consideration of their claim to the said agreement for sale.
3. The Transferees have paid to the Transferors the sum of **Rs.4,00,000/-** (Rupees Four Lakhs only) being the part payment prior to the execution of this agreement and the receipt whereof the Transferors do hereby admit and acknowledge. AND WHEREAS The Transferees further agree to pay amount of **Rs.34,00,000/-** (Rupees Thirty Four Lakhs only) by way of Loan from Financial Institution / Bank within 45 (Forty-Five) working days from the date of registration of this agreement. The Transferee shall pay the balance amount as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the contract. If the Transferee makes delays or default within 45 working days in making payment the Transferor shall be entitled to interest at the rate of 18 % per annum on balance payment.

Transferor/s

Transferee/s

4. On receiving full price consideration of the said flat, the Transferors shall put the Transferees in the possession of the said flat and all rights and title of the said flat shall stand transferred in the name of the Transferees and the Transferees shall be entitled to enter upon occupy, possess and enjoy the said flat with all the amenities including electricity, sanitary, fittings and fixtures to the said flat as it is where is it basis.
5. The Transferors hereby agrees to the Transferees that Transferors handover all related documents to the transferee, pertaining to the said flat.
6. The TRANSFERORS hereby declare and state as under :
 - a) That the said flat is free from all encumbrances and liabilities and demands of any nature whatsoever and the title of the said flat is clear, marketable and free from all reasonable doubts.
 - b) That the Transferors shall pay and discharge the rates and taxes, society charges and electricity charges if any, for the period upto the date of handing over possession to the Transferees.
 - c) That the Transferors have not mortgaged, gifted, leased, exchanged, transferred, assigned or in any way encumbered or alienated their rights, title and interest in the said flat on or before the date of execution of this agreement.
 - d) THE VENDORS/TRANSFERORS will co-operate with Purchasers / Transferees in getting the said Flat transferred to the name of Purchasers / Transferees in the records of Electricity Meter, M.S.E.D. Deposit, Municipal Corporation Property Tax

and the Society and Pipe line Gas Services for the said purpose shall sign all letters, applications and forms as and when required.

- e) In the event there is any delay or default on the part on the part of The Vendors /Transferors in performing their part of the contract then Purchasers / Transferees shall be entitled to specific performance of this Agreement together with right to claim all costs, charges, expenses and losses suffered by Purchasers / Transferees from The Vendors /Transferors.
7. The Transferors hereby declare that the Transferors have full right and authority to enter into this Agreement and The Transferors have not done or performed any act, deed or thing whatsoever whereby the Transferors may be prevented from entering into this agreement or transferring the said flat and thereby the Transferees hereto may be obstructed or hindered in enjoying the rights to be conferred or transferred in his favor.
8. The Transferors hereby declares that the Transferors shall pay their share of the water, electricity charges, maintenance charges, Municipal taxes, Pipeline Gas Service Charges and other dues for the said flat for the period up to the date of handing over possession of the said flat to the Transferees. The Transferors agree for the payment of the said charges for such period.
9. That in pursuance of this Agreement, the Transferors shall put the TRANSFEREES in quiet, vacant, exclusive, actual, physical and peaceful possession of the said flat.

10. The TRANSFEREES hereby declares and assures:

- a) That they will become a member of the society.
- b) That they will observe and perform all the terms and conditions contained in the aforesaid agreement for sale along with principal Agreement of the builder/Promoter'
- c) The Transferees hereby agrees to abide by the Rules and Regulations and Bye laws of the Society of which they will be admitted as a member and to pay and discharge all the costs, demands, constructions and dues in respect of the said flat including Municipal Taxes from the date of handing over the possession of the said flat by the Transferors to the Transferees.
- d) That they will abide by the entire singular, Byelaws, Rules and Regulations in force of the society and which it may adopt from time to time.

11. The Transfer charges if any payable to the Developers will be borne equally by the Transferors and Transferees.

12. The Stamp duty and Registration charges shall be borne and paid by the Transferees.

13. This Agreement shall always be subject to the provision of Maharashtra Co-operative Societies Act, 1960 and the rules made there under.

14. The transferee has inspected the said premises undertaken complete due diligence and after being fully satisfied is

purchasing the flat at above mentioned price on as is where is basis.

Subject to the clause 3 & 4 above the Transferors hereby assign their rights, title and interest in the said flat to the Transferees who is entitled to hold, possess, occupy and enjoy the said flat without any interruption from them.

SCHEDULE OF THE PROPERTY

Flat No. B-002, admeasuring to **43.39 Sq. Mtrs. (Carpet)** area on **Ground Floor**, Building known as “**SAVIO**” Co-operative Housing Society Ltd., Evershine City situated on land bearing old Survey No.264 (218) H No.1 & 3, of village Achole, Taluka Vasai, Dist-Palghar. all of which Survey No. are now forming part of reconstituted **New Survey No.2** in term of the Kami Jast Patrak No.02/2002 dated 18/10/2001 of the Taluka Inspector of Land Records, Vasai and recorded in terms of **Mutation Entry No.5017** of **Village Achole**, Taluka Vasai, Dist-Palghar-401208. within the Jurisdiction of Vasai-Virar City Municipal Corporation in the limit of Sub-Registration Office Vasai, Dist-Palghar.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS TO THESE PRESENT ON THE DAY AND THE YEAR
HEREINABOVE FIRST WRITTEN:-.

SIGNED, SEALED AND DELIVERED BY THE

Within named ‘TRANSFERORS’			
MR. SAMIR B. TONDWALKAR			
Signature		L.H Thump	Photo
MRS. MEENAKSHI SAMIR TONDWALKAR			
Signature		L.H Thump	Photo
In the presence of			
1.....			
2.....			

SIGNED, SEALED AND DELIVERED BY THE

Within named ‘TRANSFEREES’			
MR. AJIT KUMAR SINHA			
Signature		L.H Thump	Photo
MRS. LALITA KUMARI SINHA			
Signature		L.H Thump	Photo
In the presence of			
1.....			
2.....			

Transferor/s

Transferee/s

RECEIPT

We **MR. SAMIR B. TONDWALKAR** and **MRS. MEENAKSHI SAMIR TONDWALKAR** hereby received a sum of **Rs.4,00,000/-** (Rupees Four Lakhs only) towards part payment of the consideration value of Flat No.B-002, on Ground Floor, Building known as “Savio” Co-operative Housing Society Ltd., Evershine City, Village Achole, Vasai-East, Taluka Vasai, Dist-Palghar from **MR. AJIT KUMAR SINHA** and **MRS.LALITA KUMARI SINHA** (Transferee)

REF NO.	BANK	DATE	AMOUNT
		TOTAL:	Rs.4,00,000/-

WE SAY RECEIVED
Rs.4,00,000/-

(SAMIR B. TONDWALKAR)

(MEENAKSHI SAMIR TONDWALKAR)

DATE :
PLACE :
WITNESS : 1.
2.

Transferor/s

Transferee/s

RECEIPT

We **MR. SAMIR B. TONDWALKAR** and **MRS. MEENAKSHI SAMIR TONDWALKAR** hereby received a sum of **Rs.34,00,000/-** (Rupees Thirty Four Lakhs only) towards Full & Final payment of the consideration value of Flat No.B-002, on Ground Floor, Building known as “Savio” Co-operative Housing Society Ltd., Evershine City, Village Achole, Vasai-East, Taluka Vasai, Dist-Palghar from **MR. AJIT KUMAR SINHA** and **MRS.LALITA KUMARI SINHA** (Transferee)

REF NO.	BANK	DATE	AMOUNT
		TOTAL:	Rs.34,00,000/-

WE SAY RECEIVED
Rs.34,00,000/-

(SAMIR B. TONDWALKAR)

(MEENAKSHI SAMIR TONDWALKAR)

DATE :
PLACE :
WITNESS : 1.
2.

#POSSESSION LETTER#

We **MR. SAMIR B. TONDWALKAR** and **MRS. MEENAKSHI SAMIR TONDWALKAR** hereby acknowledge receipt of full & final payment of **Rs.38,00,000/-** (Rupees Thirty Eight Lakhs only) towards the cost of the Flat No.B-002, on Ground Floor, Building known as “Savio” Co-operative Housing Society Ltd., Evershine City, Village Achole, Vasai-East, Taluka Vasai, Dist-Palghar From **MR. AJIT KUMAR SINHA** and **MRS.LALITA KUMARI SINHA**

We further state and declare that we hereby handover the peaceful and vacant possession of the above said flat to **MR. AJIT KUMAR SINHA** and **MRS.LALITA KUMARI SINHA**

(SAMIR B. TONDWALKAR)

(MEENAKSHI SAMIR TONDWALKAR)

We, **MR. AJIT KUMAR SINHA** and **MRS. LALITA KUMARI SINHA** hereby acknowledge and confirm the receipt of the vacant and peaceful possession of the Flat No.B-002, on Ground Floor, Building known as “Savio” Co-operative Housing Society Ltd., Evershine City, Village Achole, Vasai-East, Taluka Vasai, Dist-Palghar

(AJIT KUMAR SINHA)

(LALITA KUMARI SINHA)

DATE :
PLACE :