

AGREEMENT FOR SALE

MARKET VALUE: RS. _____/-

ACTUAL VALUE: RS. 27,39,000/-

AREA: 20.90 sq MTRS (Carpet)

WARD: _____

FLAT No : Flat No 709 , at the Seventh Floor

PUNYODAYA SKY LOUNGE TYPE-A

THIS Agreement for Sale made at Kalyan, on this _____

BETWEEN

Akashkumar Surendra Tidke (PAN NO _____) aged about _____ Years

Varsha Surendra Tidke (PAN NO _____) aged about _____ Years

Both residing at GAUTAM NAGAR, DOLPHIN HOTEL ROAD, BEHIND C-BLOC, ULHASNAGAR-3, Ulhasnager , Dist Thane

(Hereinafter referred as **PURCHASERS**, which expression , unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the FIRST PART

AND

1. **Sunanda Shankar Gode (PAN NO _____) aged about _____ years**
2. **Rajashree Rajaram Thokal (alias Rajashree Shankar Gode) (PAN NO _____) aged about _____ years**
3. **Pravina Vijay Wayal (alias Pravina Shankar Gode) (PAN NO _____) aged about _____ years**

4. **Minakshi Shankar Gode** (PAN NO _____) aged about ____ years

1. **Kalpana Shankar Gode** (PAN NO _____) aged about ____ years

2. **Deepali Shankar Gode** (PAN NO _____) aged about ____ years

having its Address at _____ (Hereinafter referred as **PURCHASERS** , which expression , unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **SECOND PART**

WHEREAS

1. The one Mr Shankar Thakaji Gode purchased the said Flat in the year 1992 from the Builders M/s Kishinchand Mohandas through the registered Agreement for sale duly registered at Sub-registrar office of Bhiwandi-1 at Registration No BWD-1/981/1992 dated 23/11/1992 and have paid the full Consideration price to them and had became owner of the said flat

1. Further now the said Mr Shankar Thakaji Gode had expired on 04/05/2021 Leaving Behind Legal Heirs **Sunanda Shankar Gode Rajashree Rajaram Thokal (alias Rajashree Shankar Gode) , Pravina Vijay Wayal (alias Pravina Shankar Gode) Minakshi Shankar Gode , Kalpana Shankar Gode , Deepali Shankar Gode** As Only Legal Heirs And Representatives

1. Further the said legal Heirs Sunanda Shankar Gode , Rajashree Rajaram Thokal (alias Rajashree Shankar Gode) , Pravina Vijay Wayal (alias Pravina Shankar Gode) Minakshi Shankar Gode ,Kalpana Shankar Gode , Deepali Shankar Gode had obtained the Heirship Certificate from the Court of Kalyan, by Joint Civil Judge (SD) under Civil M A 35/2024 dated 19/06/2025. Thus as per the said Court order the all the Legal heirs were declared Heirs of the deceased Mr Shankar Thakaji Gode

1. The said legal Heirs are now desirous to sell and the Purchaser is willing to purchase the said Flat No G/101, at the First Floor, in the G Building known as “Amrapali G CHS LTD” of the SACHDEV NAGAR-2 admeasuring area 27.59 sq ft (B.U) situated and constructed on the land bearing Survey No 180/2,181/1,2, **CTS No. 1805** at the Ulhasnager –Camp No 3(Shahad), District Thane, Within in the

registration district Thane, sub district Ulhasnager. District Thane, within in the registration district Ulhasnager of District Thane as may be mutually agreed.

1. The said flat standing on the being and situated at the Flat No G/101, at the First Floor, in the G Building known as “Amrapali G CHS LTD” of the SACHDEV NAGAR-2 admeasuring area 27.59 sq ft (B.U) situated and constructed on the land bearing Survey No 180/2,181/1,2, **CTS No. 1805** at the Ulhasnager –Camp No 3(Shahad), District Thane, Within in the registration district Thane, sub district Ulhasnager. District Thane, within in the registration district Ulhasnager of District Thane of District Thane most precisely described in the Schedule I.

1. The Built up area of the said Flat is about 27.69 sq mtr Carpet

1. The said society was formed under the Registration No TNA/ULR/HSG/(TC)/24442/2013-2014/Year 2014, dated 01/02/2014 under the name and style “Amrapali G CHS LTD “ the said Vendor is the registered member of the said Society , holding Share Certificate No _____

1. The Vendors have agreed to transfer their right to occupy the said Flat and all his right, title and interest therein, to the Purchaser on the following terms and conditions agreed to between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendors agree to transfer and the Purchaser agrees to purchase the right to occupy of the Vendors and all his right, title, and interest to and in the said Flat together with all its fixtures and fittings at the price of Rs. _____ (Rupees _____ only). The Purchaser has seen the said Flat and shall not raise any objection on the question of the area mentioned above. After visit purchaser is agree to purchase Flat as it is.
1. The purchaser has agreed to pay the total amount of Rs. _____/- (Rupees _____) to the Purchaser as follows:

CASH/CHEQUE NEFT/RTGS	DATE	BANK/BRANCH	AMOUNT

1. The Sellers have disclosed all documents in their possession relating to the said flat and have provided the Purchaser with an opportunity to inspect them. Based on the said documents, the Purchaser shall not raise any objection regarding the Sellers' title to the flat.
2. After the Purchaser has paid the entire consideration amount under the Agreement for Sale of the said flat to the Sellers in full, then only vacant and peaceful possession of the flat shall be handed over to the Purchaser. Thereafter, the Purchaser shall be the absolute owner of the said flat with all rights and title thereto and shall have the full right to reside in and use the said flat as a member of the concerned housing society. Thereafter, the Sellers shall have no right, title, ownership or interest whatsoever in the said flat.
3. All dues, arrears and municipal taxes payable up to the date of handing over possession of the said flat to the Purchaser shall be paid by the Sellers. After possession is handed over, the Sellers shall have no right, title, ownership or interest whatsoever in the said flat.
4. On the delivery of vacant possession of the said Flat the Purchaser will be the absolute owner thereof with all rights of occupation thereto as member of the said society and thereafter the Vendors will have no right title or interest therein.
5. The Vendors have represented to the Purchaser that
 - a. They are absolute owner of the said Flat and no other person has any other interest therein.
 - a. There is no encumbrance on the said Flat and they have paid the full price thereof to the developers who had agreed to sell the said Flat to the Purchaser, and from whom he has purchased the said Flat.

- a. That they have been in exclusive and peaceful possession and occupation of the said Flat since it was purchased by them.
- a. That the developer or contractor who constructed the Building has no claim against the said Flat or the Vendors of whatsoever nature.
- a. That when the Vendors purchased the said Flat they were satisfied that the title to the said Flat was clear and marketable and is even now clear and marketable.
- a. That on taking possession of the said Flat the Purchaser will be entitled to occupy the same without any claim or interruption from the Vendors or anybody claiming under him.
- a. That Vendors have paid all the dues of the society up to date and they will indemnify and keep indemnified the Purchaser against any claim made for any period prior to the completion of sale in respect of the said Flat.
- b. That vendors won't be liable to pay out any taxes to the government for example VAT or any other tax levied by government on the sale value. Such tax or VAT or any other duty levied by government anytime before or even after the sale of the said flat will be purchaser's liability.
- a. The vendors have sold the said Flat with the MSEB Meter No _____ , and consumer no _____.

1. The Vendors is aware that relying on the said representations the Purchaser has agreed to purchase the said Flat.

1. On the completion of the transfer as aforesaid the Vendors will hand over to the Purchaser.

- a. The agreement for purchase of Flat between the developer and the Vendors and all the other documents relating to the Flat if any, in the possession of the Vendors.

1. The stamp duty, registration charges, any other costs, taxes such as VAT, etc... prior and after the registration of agreement, as prescribed by government pertaining to registration of the agreement, legal charges if any, etc... shall paid and borne by the Purchaser.
1. If the Vendors commit default in completing the transfer, the Purchaser will be entitled to cancel this agreement by giving 15 days prior notice and in that event the Vendors will be liable to pay an amount of Rs 50,000/- with interest thereon at 12% p.a. from the date of this agreement till payment.. If the purchaser makes default in completing this agreement the Vendors will be entitled to cancel this agreement by giving 15 days prior notice to the purchaser and in that event the purchase will forfeit the earnest money and the Vendors will not be liable to return the earnest money. This is without prejudice to the right of any priority to file suit for specific performance of this contract or for further damages if any.
1. This agreement shall always be subject to the Provisions of Maharashtra Ownership Flat (Regulation of Promotion of Construction Sale/Maharashtra and Transfer) Act,1963 The Maharashtra Co-operative Housing Society Act, 1960 and Income Tax Act 1961. Stamp Duty Act, 1908 and the rules made their under. Any other law as well as rules Regulation order and Directives made and issued there under and applicable to the subject matter of this agreement.

SCHEDULE I HEREINABOVE REFERRED TO

All that piece and parcel of land or ground situated, lying and being and referred as, Residential Flat No G/101, at the First Floor, in the G Building known as “Amrapali G CHS LTD” of the SACHDEV NAGAR-2 admeasuring area 27.59 sq ft (B.U) situated and constructed on the land bearing Survey No 180/2,181/1,2, **CTS No. 1805** at the Ulhasnager –Camp No 3(Shahad), District Thane, Within in the registration district Thane, sub district Ulhasnager. District Thane, within in the registration district Ulhasnager of District Thane and within the local limits of Ulhasnager Municipal Corporation

IN WITNESS WHEREOF the parties have part there respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE)

WITHIN NAMED **VENDOR**)

1. **Sunanda Shankar Gode**
2. **Rajashree Rajaram Thokal (alias Rajashree Shankar Gode)**

1. **Pravina Vijay Wayal (alias Pravina Shankar Gode)**

1. **Minakshi Shankar Gode**

1. **Kalpana Shankar Gode**
2. **Deepali Shankar Gode**

SIGNED AND DELIVERED BY THE)
WITHIN NAMED PURCHASERS)

Akashkumar Surendra Tidke

Varsha Surendra Tidke)

IN PRESENCE OF WITNESSES

1. _____)

1. _____)

RECEIPT

I say RECEIVED the sum of Rs. _____/-(Rupees
_____ only) BY Transfer through Cheque/RTGS/NEFT TOWARDS part payment of the
said Flat.

I SAY RECEIVED

VENDOR

MAHESH NANJI LAD