

AGREEMENT FOR SALE

Of

Flat No. 201, on the SECOND Floor,
in "B" wing,

In

**SHREE GANESH RESIDENCY
CO-OP.HSG.SOC.LTD.**

At

**Indralok Phase II,
Bhayandar(E), Tal & Dist - Thane-401 105**

Committee Member

Committee Member

Hon. Secretary

Chairman

AGREEMENT FOR SALE

OF FLAT PREMISES ON OWNERSHIP BASIS

THIS AGREEMENT FOR SALE is made and entered into at BHAYANDAR, Taluka and Dist. Thane, this _____ day of **SEPTEMBER** in the Christian Year TWO THOUSAND TWENTY THREE.

WHEREAS, the Transferors are the joint owners and have exclusive possession along with share capital and otherwise well and sufficiently entitled to the Flat premises bearing No. 201, on the **SECOND** Floor, in "B" wing, the Society known as "**SHREE GANESH RESIDENCY CO-OP. HSG. SOC. LTD.**", having Carpet area 53.42 sq.mtrs. [Built up area 64.10 sq.mtrs.] Situated and lying at Indralok Phase II, Bhayandar (East), Tal & Dist- Thane-401 105 (more particularly described in the schedule hereunder written). The said premises herein after for the sake of brevity is referred to the said " FLAT PREMISES".

The Transferors are legal bonafide member of the **SHREE GANESH RESIDENCY CO-OP. HSG. SOC. LTD.**, a society of the premises in the building referred to hereinabove and registered under the provision of Maharashtra Co-operative Societies Act, 1960 under No. TNA/(TNA)/HSG/(TC)/22492/2010 Dated 24.12.2010 its registered office at the same building and whereas such member is registered share holder of ten fully paid up shares bearing Share Certificate No. 040 distinctive nos. from 391 to 400 (both inclusive) of the said society standing in their name and whereas such members and share holders the Transferors have full right, interest and ownership and possession of the said Flat in the said society's building situated at Indralok Phase II, Bhayandar (East), Tal & Dist-Thane-401 105.

	Date of Register 09/09/2019	Transfer No. 1 ST 11/11/11/11	Register Folio SR No 40 (old) SR No 40 (new)	Name (s) of Transferee (s) SHRI YOGESH SURENDRAKUMAR KOKCHA. SMT RUCHI KOKCHA	D of Govt Comm trans SR No 124 (NEW)
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AND WHEREAS, by and under an agreement for sale dated 24.11.2009 entered into between M/S. UMIYA CORPORATION hereinafter referred to as the One Part and 1. MR. MADHUKAR GANPAT REWALE 2. MRS. MADHAVI MADHUKAR REWALE party of the other part acquired the said flat premises on OWNERSHIP BASIS on payment of FULL & FINAL PAYMENT sale consideration therefore mentioned therein and took possession thereof and the same has been registered with the Sub-Registrar office, Thane-10, vide document No. 9611/2009, dated 25.11.2009.

AND WHEREAS, by and under an agreement for sale dated 06.02.2019 entered into between 1. MR. MADHUKAR GANPAT REWALE 2. MRS. MADHAVI MADHUKAR REWALE hereinafter referred to as the One Part and 1. MR. YOGESH SURENDRAKUMAR KOKCHA 2. MRS. RUCHI KOKCHA 3. MR. RAJNEESH SURENDRA KOKCHA 4. MRS. RACHANA RAJNEESH KOKCHA party of the other part acquired the said flat premises on OWNERSHIP BASIS on payment of FULL & FINAL PAYMENT sale consideration therefore mentioned therein and took possession thereof and the same has been registered with the Sub-Registrar office, Thane-4, vide document No. 1906/2019, dated 06.02.2019.

AND WHEREAS, The Transferors herein confirm that the above said agreement executed between the above said Parties and the Present Transferors herein are legally valid, existing, subsisting and have not cancelled, terminated, revoked and the Transferors herein have quiet, vacant and peaceful physical possession of the said flat premises since the date they purchased. The Transferors further declares that except them there are no one else who had or have any right, title, interest or claim in the said Flat Premises or the shares.

AND WHEREAS, the Transferors herein confirm that the title of the said premises is clear, marketable and free from all types of encumbrances and have assured, declared and confirm that they have absolute right, title and interest of selling the above said Flat premises to whomsoever they wants without any types of hindrance, encumbrances from anybody.

AND WHEREAS, the Transferors herein have agreed to assign their right, title, interest and shares along with ownership rights, under the said Agreement for sale with the above said Parties in respect of the said Flat premises and the Transferees herein agreed to acquire the said flat premises on terms, conditions and obligation hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH

AS FOLLOWS:-

1. The Transferors are the joint owners and in exclusively possession along with share capital of otherwise well and sufficiently entitled to the Flat premises bearing No. **201**, on the **SECOND** Floor, in "**B**" wing, in the society known as "**SHREE GANESH RESIDENCY CO-OP. HSG. SOC. LTD.**", at Indralok Phase II, Bhayandar (East), Tal & Dist- Thane-401 105.

2. The Transferees herein agreed to acquire from the Transferors and the Transferors have agreed to sell the above said flat premises on as it is where it is basis at lump-sum sale consideration of **₹. 82,00,000/- (RUPEES EIGHTY TWO LAKHS ONLY)** being the Full & Final Payment for their claim for the said Flat premises and the Transferees shall take over the said premises on OWNERSHIP BASIS subject to terms, conditions and obligations contained in the said agreement with the above said Parties.

3. (a) Transferees herein have paid to the Transferors a sum of **₹. 12,00,000/- (RUPEES TWELVE LAKHS ONLY)** as a PART PAYMENT of the total agreed sale consideration to be acquired on OWNERSHIP BASIS by them after paying the balance amount of **₹. 70,00,000/-**, which shall be paid within _____ days from the date of Registration.

(b) The Transferors hereby agrees and undertakes that immediately on receipt of Full & Final amount of agreed consideration as mentioned in clause (2) herein the Transferors will handover peaceful vacant possession of the said flat to the Transferees and shall clear all the dues prior to the possession of the said Premises by the Transferors along with all relevant documents including Maintenance bills, Property tax receipts etc. standing in their name and also agrees to handover all the original agreements, share certificate of the flat.

(c) It has been EXPRESSLY AGREED by the parties herein, that TIME PERIOD IS ESSENCE OF CONTRACT, as far as the above given balance payment is concerned. The Transferees are availing loan from banks/ institution and for that purpose the Transferors shall co-operate with Transferees to obtain from the said society all such papers, documents and NOC (No Objection Certificate) which may be required by banks/institution for disbursement/ sanctioning the loan amount in favour of Transferees.

(d) If the Transferees fails to pay the balance agreed sale consideration within the due date given in para 3 (a) above within given time, after due date then the Transferees shall be entitle to grace period of further 20 days, however if the Transferees fails to make the payment of balance consideration amount within the given grace period then this agreement shall be cancelled and the amount received by the Transferors shall be refunded back to the Transferees (without interest) and no claim thereafter will be entertained in this regard and the Transferors shall be free to sell, transfer the above said flat to whomsoever they wants without the concern of the Transferees.

(e) It is EXPRESSLY AGREED by both the parties herein, due to WILLFUL DEFAULT of any of the parties herein for any act, deed given in para 3 (a) (b) above both have rights, to take lawful action as per SPECIFIC RELIEF ACT.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT FLAT PREMISES bearing No. 201, on the **SECOND** Floor, in "**B**" wing, having **Carpet area 53.42 sq.mtrs. [Built up area 64.10 sq.mtrs.]** thereabouts in the society known as "**SHREE GANESH RESIDENCY CO-OP. HSG. SOC. LTD.**", having Regn No. TNA/(TNA)/HSG/(TC)/22492/2010 Dated 24.12.2010, Indralok Phase II, Bhayandar (East), Tal & Dist- Thane-401 105 on the piece of land bearing Old Survey No. 222, New Survey No. 190, Hissa No. 8, Situated, lying and being in the Revenue Village **NAVGHAR**, Tal & Dist- Thane, in the Registration District and Sub-District of Thane, within the Jurisdiction of **MIRA BHAYANDAR MUNICIPAL CORPORATION**.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hand and seal to these presents the day and year First hereinabove written.

SIGNED SEALED AND DELIVERED By]

THE WITHINNAMED "TRANSFERORS"]

1. MR. YOGESH SURENDRAKUMAR KOKCHA]

2. MRS. RUCHI KOKCHA]

3. MR. RAJNEESH SURENDRA KOKCHA]

4. MRS. RACHANA RAJNEESH KOKCHA]

In the presence of....]

1.

2.

SIGNED SEALED AND DELIVERED BY]

THE WITHINNAMED "TRANSFEREES"]

1. MR. ASU NISHIKANTH MANDAL]

2. MR. DEEP ASU MANDAL]

In the presence of...]

1. Name :

Address :

Signature : _____

2. Name :

Address :