

m) That in the manner aforesaid the Vendors have truly, honestly, bona fide and in good faith disclosed to the Purchasers, all the material facts and circumstances in respect of the said Flat and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bona fide representations (or any misrepresentation to or concealment from the Purchasers in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the Vendors to the Purchasers, the parties have negotiated for sale and purchase of the said Flat in the said building and said benefits with all incidental benefits and right, title, interest, claim, estate and property rights in respect thereof at law, equity and otherwise at or for the lump-sum price of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only)** payable to the Vendors with legal right to have and call for all relevant deeds, documents, papers and writings from the Vendors and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.



बल - ५		
१००८३	१०	१००
२०२३		

Handwritten signature

on the said property
have hereby mutually agreed upon certain terms, conditions,
stipulations & covenants in that behalf as hereinafter appearing:

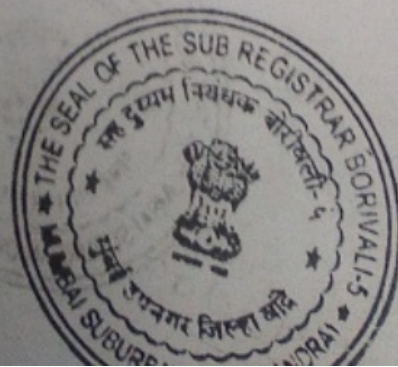
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. The Vendors hereby declares and confirms that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same are reproduced herein in verbatim and form part of this clause. The Vendors hereby confirms that the Purchasers have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Vendors in these presents.

बरल - ५		
४४८३	९९	९००
२०२३		

2. The Vendors shall sell, transfer, assign and assure to the Purchasers and the Purchasers shall purchase and acquire the said Flat Viz. Flat No.1603 on 16th floor, in the Phase 'II' known as "NIRMAAN HEIGHTS" situated at Junction of L. T Road and Link Road, Borivali (West), Mumbai 400 091 at Village Borivali, Taluka Borivali, more particularly

P N Jadar



described in the schedule herein underwritten free from all encumbrances at or for the price of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only)** being the **Full and Final consideration** to be paid by the Purchasers to the Vendors in the following manner:

- a) Rs.49,50,000/- (Rupees Forty-nine lakhs fifty thousand only) being the **Part Consideration** amount paid by the Purchasers to the Vendors on or before the execution of this agreement, the receipt whereof the Vendors doth hereby admit, acknowledge and confirm at the foot of this agreement.
- b) The Purchasers shall deduct a sum equivalent to 1% of the consideration amount towards TDS amounting to Rs.1,10,000/- (Rupees One lakh ten thousand only) and after depositing the amount with the Government treasury shall forthwith handover the FORM 26QB to the Vendors as per the payments made to them. This Form 26QB will be treated as an integral part of payment towards the proceeds for the sale/purchase of the Flat.
- c) Rs.59,40,000/- (Rupees Fifty nine lakhs forty thousand only) being the **Balance Consideration** amount to be paid by the Purchasers to the Vendors within 3 months

P.4 Seal 40



[Handwritten signature]
M.

बल - 4		
48853	92	900
2023		

from the date of registration of this agreement by availing loan taken from any bank and/or any financial institution, against the vacant and peaceful possession of the said Flat.

provided the Vendors produce all the necessary title documents and Builder NOC required by the Purchasers for availing loan.

In performing their part of the contract both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

3. It has been expressly agreed by the parties herein, that the time should be essence of the Contract, as far as (i) the payment of above given balance consideration and (ii) for handing over vacant and peaceful possession of the said Flat to the Purchasers with clear and marketable title free from all encumbrances.

करल - ५		
१०४८३	१३	१००
२०२३		

4. It is agreed that if the Purchasers fail to make the payment of consideration price within the stipulated time aforesaid, the Purchasers shall be liable to pay to the Vendors the interest at the rate of 18% per annum on delayed.

R N Gadar

Bhons

