

AGREEMENT FOR SALE

Of

Flat No. 301, on the THIRD Floor,
in "M" wing,

In

**GOLDEN NEST-14 SONAM GODAVARI
CO-OP.HSG.SOC.LTD.**

At

**New Golden Nest Phase 14, Near Jain Bunglow,
Bhayandar(E), Tal & Dist - Thane-401 105**

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 **FEBRUARY** in the Christian Year TWO THOUSAND TWENTY FOUR.

BETWEEN

1. MR. SURENDRAPRASAD TIWARI 2. MR. JAGDISH PRASAD TIWARI, Adults, Indian inhabitants, having address at Flat No. **301**, on the **THIRD** Floor, in "**M**" wing, **GOLDEN NEST-14 SONAM GODAVARI CO-OP. HSG. SOC. LTD.**, situated and lying at New Golden Nest Phase 14, Near Jain Bunglow, Bhayandar (East), Tal & Dist- Thane-401105, hereinafter referred to as the "**THE TRANSFERORS**" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their legal representatives, executors, administrators, successor-in-interest, till the last survivors and permitted assigns) of the **ONE PART.**

AND

MRS. SMITA SUNIL KUMAR TIWARI, aged about 38 years, PAN : AQDPT2145A, Indian inhabitant, having address at Flat No. 301, Third Floor, M wing, Golden Nest-14 Sonam Godavari Chs Ltd, New Golden Nest Phase 14, Near Jain Bunglow, Bhayandar (East), Tal & Dist- Thane-401105, hereinafter referred to as the "**THE TRANSFEREE**" (Which expression shall, unless it be as repugnant to context or contrary to the meaning thereof, be deemed to mean and include her legal heirs, legal representatives, executors, administrators, successor-in-interest, till the last survivors) of the **SECOND PART.**

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. 301, on the **THIRD** Floor, in "**M**" wing, the Society known as "**GOLDEN NEST-14 SONAM GODAVARI CO-OP. HSG. SOC. LTD.**", having Built up area 666 sq.ft. [Built up area 61.89 sq.mtrs.] Situated and lying at New Golden Nest Phase 14, Near Jain Bunglow, 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 **GOLDEN NEST-14 SONAM GODAVARI 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)/21723/2009-10 Dated 09.03.2010 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. 71 distinctive nos. from 701 to 710 (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 New Golden Nest Phase 14, Near Jain Bunglow, Bhayandar (East), Tal & Dist-Thane-401 105.

[4]

AND WHEREAS, by and under an agreement for sale dated 03.04.2007 entered into between M/S. SONAM BUILDERS hereinafter referred to as the One Part and 1. MR. SURENDRAPRASAD TIWARI 2. MR. JAGDISH PRASAD TIWARI 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-7, vide document No. 03507/2007, dated 19.04.2007.

AND WHEREAS, The Transferors herein confirm that the above said agreement executed between the above said Builder 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 Builder in respect of the said Flat premises and the Transferee 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. **301**, on the **THIRD** Floor, in "**M**" wing, in the society known as "**GOLDEN NEST-14 SONAM GODAVARI CO-OP. HSG. SOC. LTD.**", at New Golden Nest Phase 14, Near Jain Bunglow, Bhayandar (East), Tal & Dist- Thane-401 105.
2. The Transferee 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 ₹. **59,00,000/- (RUPEES FIFTY NINE LAKHS ONLY)** being the Full & Final Payment for their claim for the said Flat premises and the Transferee 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) Transferee herein has 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 her after paying the balance amount of ₹. 47,00,000/-, 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 Transferee 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 Transferee is availing loan from banks/ institution and for that purpose the Transferors shall co-operate with Transferee 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 Transferee.

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(d) If the Transferee 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 Transferee shall be entitle to grace period of further 20 days, however if the Transferee 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 transferee (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 transferee.

(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.

4. The Transferors hereby assure, state, declare and covenant

(a) That the Transferors herein confirms that the above said agreement, executed between the Builder and present Transferors herein are legally, valid, exercising, subsisting and has not cancelled, terminated, revoked, and the Transferors herein has/have quiet, vacant, and peaceful possession of the said flat premises since the date they purchased.

- (b) That, the said Flat premises is free from all types of encumbrances, lien, liabilities, claims and demands of any nature whatsoever, including notice of lispendens.
- (c) That, no suit is pending in respect of the said Flat premises nor therein an attachment, proceedings going on, nor the said flat is subject to any legal charges, attachment, lien, claim in favour of anybody or public authority, local body and no taxes, dues, rate and levies are pending and there is no litigation of any other nature whatsoever of any person/s against them in respect of the above said flat premises.
- (d) That, after the possession of this Flat the Transferee is entitled to hold, possess, occupy and enjoy the said Flat premises without any interruption, hindrance, denial, demands and eviction from the Transferors herein or from any other person/s.
- (e) The Transferors do hereby agree to execute or cause to be executed at the request and costs of the Transferee all such further and other acts, deeds, matters and things in law whatsoever as may be required by the Transferee or her Counsel at Law for better and more perfectly transferring, conveying and assigning the said Flat Premises in favour of the Transferee.

(f) The Transferors is not restrained either under the Income Tax Act or any other Statute of Law for the time being in force from dealing with or disposing of the said Flat Premises or any part thereof to the Transferee in any manner whatsoever.

(g)The Transferors has not been adjudicated insolvent nor they have committed any Act of insolvency nor is there any order of any Court or Authority restraining the Transferors or creating any inability in the Transferors from entering into this Agreement.

5. If the transaction is not completed on account of the willful default on the part of the Transferors, the transferee shall claim damages without prejudice to her other rights and remedies in law.
6. If the transaction is not completed on account of the willful default of the Transferee, the Transferors shall be entitled either to require specific performance of this agreement by the Transferee without prejudice to their other rights and remedies in law.
7. The Transferors do hereby covenant with the transferee that the Transferors shall pay to the Society all taxes and outgoing in respect of the said Flat Premises till the possession of the Flat Premises is delivered to the Transferee by the Transferors and if any amount is found

due & payable by the Transferors period prior to the date of delivery of possession of the said Flat Premises, the same shall be reimbursed by the Transferors such as property tax, maintenance and outgoing for the period prior to the date of delivery of possession of the said Premises.

8. The Transferee herein assure, state, and declares that she will observe, perform all the terms, conditions and obligations contained in the said Agreement for sale with the Builders and that of the society bye-laws as amended from time to time.
9. This Agreement shall always be subject to the provision contained in the Maharashtra ownership Flat Acts, 1963 or and Maharashtra Ownership Flat Rules, 1964 or any other provision of law application hereto.
10. The Transferors hereby further covenants that they will submit all the necessary papers with the society to get the said Flat Premises and Share Certificate No. 71 for ten fully paid up shares bearing distinctive No. 701 to 710 (both number inclusive) transferred in favour of transferee.
11. The Transferors and the Transferee hereby further confirm, covenant and declare that they have entered into this Agreement after going through the terms, conditions and obligations and with the full knowledge and have fully understood the same in letter and spirit.

12. The Society transfer charges shall be paid by both the Transferors and the Transferee in equal proportion.
13. The Transferee shall deduct Tax at Source (TDS)@ 1% i.e RS. 59,000/- on the above said sale consideration price and shall issue the TDS Certificate for the same within a stipulated time as per the provisions of the Income Tax Act, 1961 to the Transferors.
14. The Transferee shall bear and pay the charges towards the Stamp duty as per the Bombay Stamp Act and Registration charges, and thereafter lodge this Agreement before the concerned Joint Sub-Registrar of Thane, within the stipulated time limit and the Transferors have agreed to attend and to admit the execution thereof.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT FLAT PREMISES bearing No. **301**, on the **THIRD** Floor, in "**M**" wing, having **Built up area 666 sq.ft. [Built up area 61.89 sq.mtrs.]** thereabouts in the society known as "**GOLDEN NEST-14 SONAM GODAVARI CO-OP. HSG. SOC. LTD.**"; having Regn No. **TNA/(TNA)/HSG/(TC)/21723/2009-10** Dated **09.03.2010**, New Golden Nest Phase 14, Near Jain Bungalow, Bhayandar (East), Tal & Dist-Thane- 401 105 on the piece of land bearing Old Survey No. 322, New Survey No. 34, Hissa No. 2, 13, Old Survey No. 324, New Survey No. 32, Hissa No. 10, Old Survey No. 326, New Survey No. 35, Hissa No. 1, 2, 3, 5, Situated, lying and being in the Revenue Village **GODDEV**, 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 WITHIN NAMED "TRANSFERORS"]
1. MR. SURENDRAPRASAD TIWARI]

2. MR. JAGDISH PRASAD TIWARI]

In the presence of...]

1.

2.

SIGNED SEALED AND DELIVERED BY]

THE WITHIN NAMED "TRANSFeree"]

MRS. SMITA SUNIL KUMAR TIWARI]

In the presence of...]

1. Name :

Address :

Signature : _____

2. Name :

Address :

Signature : _____

RECEIPT (PART PAYMENT)

RECEIVED of and from the Transferee **MRS. SMITA SUNIL KUMAR TIWARI** for sale and transfer of the said Flat premises No. **301**, on the **THIRD** Floor, in "**M**" wing, **GOLDEN NEST-14 SONAM GODAVARI CO-OP. HSG. SOC. LTD.**, situated and lying at New Golden Nest Phase 14, Near Jain Bunglow, Bhayandar (East), Tal & Dist- Thane-401 105, as a sum of ₹. **12,00,000/- (RUPEES TWELVE LAKHS ONLY)** as a PART Payment on the given terms and conditions as mutually agreed by way of CASH/CHEQUE as given below.

DATE	CASH/CHEQUE/ IMPS/ NEFT/ RTGS NO	BANK	AMOUNT(RS)
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Subject to realization of cheque/s.

Total ₹. **12,00,000/-**

WITNESS:-

1.

2.

WE SAY RECEIVED

1. MR. SURENDRAPRASAD TIWARI 2. MR. JAGDISH PRASAD TIWARI