

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ___day of April, 2024.

BETWEEN

1) **MR. GAURAV TERDAL**, age 42 years, **PAN : AECPT4433N**, and 2) **MRS. TABASSUM TERDAL**, age 43 years, **PAN : AAIPF5018K** both Indian Inhabitants, having address at Flat No. 601, 6th Floor, , Tulip Building, Haware Estate Phase I, Haware Estate Tulip I & II Chs Ltd, Beside Krishna Greenland Park, Opp. Vedant Hospital, Kasarvadavali, Thane West 400615, hereinafter referred to as “ **THE TRANSFERORS**” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

MRS. SWEETY PRITIVI NADAR, age 28 years, **PAN : AUHPN4607K**, Indian Inhabitant, having address at Room No. B1/Plot No. BD-133, Majiwade Prerana Chs Ltd, Swami Vivekanand Nagar, Thane west 400610, hereinafter called “ **THE TRANSFEREE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of the Registered **Agreement for sale** dated **26th day of June, 2012** (Registered with the Sub-Registrar of Thane-3 at **Doc. No. TNN3-04477-2012** dated **26/06/2012**) executed between **HAWARE ENGINEERS & BUILDERS PRIVATE LIMITED**, hereinafter referred to as the “ **PROMOTERS**” of the **One Part** and **MR. GAURAV TERDAL** and **MRS. TABASSUM TERDAL**, hereinafter referred to as the “ **PURCHASER/S**” of the **Other Part** Transferor herein purchased and acquired all rights, title and interest in **Flat No. 601**, admeasuring **Carpet area 668.23 Sq. Ft. service area 31.00 Sq. Ft.**, on **6th Floor**, in the Building known as “ **TULIP**” Society known as “ **HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**” , in the Residential Complex known as “ **HAWARE ESTATE - Phase I**” , along with **Allotted Stilt Car Parking No. S-3**, standing on the property bearing **Survey No. 47/1,48/2,48/3,48/6A(part),48/6B,49/3B** Revenue **Village - Vadavali**, lying, being and situated at Beside Krishna Greenland Park, Opp. Vedant Hospital, Kasarvadavali, Thane West - 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the “ **SAID PREMISES**”

AND WHEREAS the TRANSFERORS have made the entire payment of consideration to the said **HAWARE ENGINEERS & BUILDERS PRIVATE LIMITED** of such being on and thereupon, the TRANSFERORS have been put into the actual and physical

possession of the said premises as the absolute and lawful owners thereof.

AND WHEREAS the TRANSFERORS are the bonafide members of the “ **HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**” , a society registered under **Registration No. TNA/(TNA)/HSG/ (TC)/ 28826-2016 dated 13/07/2016** and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity’ sake is referred to as “ **The Said Society**” and being the members of the said society, the TRANSFERORS are holding **ten** fully paid up shares of Rs. 50/- each under **Share Certificate No. 025**, bearing **Distinctive No. 241 to 250 (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the TRANSFERORS out of their own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the TRANSFEREE being in need of permanently suitable accommodation, came to know of the same,

approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREE that :

- A) They are the absolute and lawful owners of the said premises and are a bonafide members of the said society and no other person/s has/ have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any easements or attachments either before or after judgment. The TRANSFERORS have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- D) The TRANSFERORS have not mortgaged the said premises with any institutions and the said premises is free from all encumbrances, charges, lien, etc.

- E) The TRANSFERORS have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFERORS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.

- F) The TRANSFERORS in the past have not entered into any agreement either in the form of sale, exchange, assignment or other way whatsoever and have not created any other rights of the like nature in the said premises and have not dealt with or dispose of the said premises in any manner whatsoever.

- G) Neither the TRANSFERORS nor any of their predecessors in title has/had received any notice either from the Municipal Corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.

- H) The TRANSFERORS have good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are not outstanding estates or effects by way of lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the

TRANSFERORS and/or against the said premises or any part thereof.

- I) The TRANSFERORS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other statute from disposing of the said premises or any part thereof in the manner stated in this Agreement.
- J) The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFERORS have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society, at and for **Total Consideration of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only).**

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows :

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The TRANSFERORS hereby agree to sell, assign and transfer and the TRANSFEREE hereby agrees to purchase and acquire the right, title and interest in and upon the said premises being **Flat No. 601**, admeasuring **Carpet area 668.23 Sq. Ft. service area 31.00 Sq. Ft.**, on **6th Floor**, in the Building known as "**TULIP**" Society known as "**HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**" , in the Residential Complex known as "**HAWARE ESTATE - Phase I**" , along with **Allotted Stilt Car Parking No. S-3**, lying, being and situated at Beside Krishna Greenland Park, Opp. Vedant Hospital, Kasarvadavali, Thane West - 400615, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for **Total Consideration of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only)** along with the right, title and interest in and upon the

said premises and also together with the benefits of membership, shares and more particularly described in the SCHEDULE hereunder written.

2. The TRANSFEREE has agreed to pay to TRANSFERORS **Total Consideration of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only)** in the following manner :-
 - a. **Rs. 1,00,000/- (Rupees One Lakh Only)** paid by **NEFT UTR No. SBIN424092055592** Dated **01/04/2024** from **State Bank of India** as Token Money before execution of this Agreement.
 - b. **Rs. 26,25,000/- (Rupees Twenty Six Lakhs Twenty Five Thousand Only)** paid by _____ Dated _____ from _____ as the Part Payment.
 - c. The TRANSFEREE has agreed to pay TDS of **Rs. 75,000/- (Rupees Seventy Five Thousand Only)** i.e. 1% value of this Agreement to the concern authority as per the prevailing laws under the Indian Income Tax Act of 1961 **on behalf of the TRANSFERORS** and to provide supporting Challan evidencing payment of TDS & TDS Certificates within **05days** from the date of registration

of this Agreement and Challan handover to the TRANSFERORS.

- d. **Balance Amount of Consideration of Rs. 47,00,000/- (Rupees Forty Seven Lakhs Only)** shall be arranged by obtaining loan from any Bank / Financial Institution directly transfer in the name of TRANSFERORS by **RTGS / NEFT/ OR D.D. / Cheque** as **Full and Final Payment** after registration of this Agreement and within **45 days** from handing over Mortgage NOC from Society for loan purpose to TRANSFEREE.
3. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFERORS shall put the TRANSFEREE in actual, physical, legal, vacant and peaceful immediate possession of the said premises, to the TRANSFEREE, free from all the encumbrances charges, equity, etc.
4. The TRANSFERORS after realization of receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through themselves or through their predecessors in title. The TRANSFEREE hereafter shall do all the needful in respect of the said premises to secure her title

to the said premises and the TRANSFERORS shall keep the TRANSFEREE indemnified from all the liabilities and / or claim against the said premises.

5. **The transfer fees of the society shall be borne by the TRANSFERORS and the TRANSFEREE in equal proportions.**

The TRANSFERORS shall also hand over their previous original agreement, Original Share Certificate, Bank, Stilt Car Parking allotment letter, Latest Property Tax paid receipt, latest maintenance charges paid receipt, latest electricity bill paid receipt up to date at the time of handing over possession and other records amounting to the title of the premises for the purpose of her record to the TRANSFEREE.

6. The TRANSFEREE hereby agrees that, on becoming the member of the said society, the TRANSFEREE shall abide by all the bye - laws, rules and regulations adopted by the society.

7. The TRANSFERORS hereby states, declares and confirms that the TRANSFEREE shall be entitled to get transferred the Electricity Meter installed in the said premises to her name and the TRANSFERORS shall, if required give their fullest co-operation in that regard.

8. The TRANSFEREE, after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the TRANSFEREE can hold the same for unto and to the use and benefit for herself, her heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFERORS or any person on their behalf or who may claim through them or in trust for them, subject only on the part of the TRANSFEREE to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.

9. The TRANSFERORS hereby declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period up to the date of possession and shall be cleared off by them i.e. all the liabilities towards Municipal Taxes, Electricity Bills, Society' s Maintenance and other charges, etc. up to date of possession will be cleared by TRANSFERORS. The TRANSFEREE declare that, she will clear off all the liabilities towards Municipal Taxes, Electricity bills, society' s maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.

10. The TRANSFERORS further declares that, they have full right and absolute authority to enter into this agreement and that they have not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said premises is encumbered in any way or they may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby in their favour whereby the quiet and peaceful possession or enjoyment of the TRANSFEREE in respect of the said premises may be disturbed. In the event contrary being found, the TRANSFERORS shall indemnify and keep indemnified the TRANSFEREE from any loss caused to the TRANSFEREE because of the defect in title.
11. The TRANSFERORS shall obtain the necessary **No Objection Certificate (NOC)** from the “ **HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**” , to effectuate the legal perfect transfer of the said premises and TRANSFERORS have confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the TRANSFEREE herein.
12. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares,

and benefits annexed to the said premises and various deposits paid by the TRANSFERORS to the said society.

13. The TRANSFERORS hereby agree, assure and declare that, there is no suit or litigation pending in any court of law in respect of the said premises.
14. The TRANSFEREE are bound to get the said premises legally transferred in her own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The TRANSFERORS hereby undertakes to render their fullest co-operation to the TRANSFEREE for legal, full, perfect and effectual transfer of the said premises in favour of the TRANSFEREE and further undertakes not to charges any extra consideration and / or charges etc. for the same.
15. The TRANSFERORS hereby agree to sign all necessary Society transfer papers, documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the TRANSFEREE.
16. The TRANSFERORS shall indemnify and keep indemnified to the TRANSFEREE for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of

handing over possession of the said premises to the TRANSFEREE.

17. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREE ALONE.
18. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing **Flat No. 601**, admeasuring **Carpet area 668.23 Sq. Ft. service area 31.00 Sq. Ft.**, on **6th Floor**, in the Building known as “ **TULIP**” Society known as “ **HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**” , in the Residential Complex known as “ **HAWARE ESTATE - Phase I**” , along with **Allotted Stilt Car Parking No. S-3**, standing on the property bearing **Survey No. 47/1,48/2,48/3,48/6A(part),48/6B,49/3B** Revenue **Village - Vadavali**, lying, being and situated at Beside Krishna Greenland Park, Opp. Vedant Hospital, Kasarvadavali, Thane West - 400615, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year written hereinabove.

SIGNED SEALED AND DELIVERED

by the within named “ **TRANSFERORS**”

MR. GAURAV TERDAL

MRS. TABASSUM TERDAL

in presence of

1)

2)

SIGNED SEALED AND DELIVERED

by the within named “ **TRANSFEEE**”

MRS. SWEETY PRITIVI NADAR

in the presence of

1)

2)

:: RECEIPT ::

RECEIVED of and from **MRS. SWEETY PRITIVI NADAR (TRANSFEEE)** a sum of **Rs. 27,25,000/- (Rupees Twenty Seven Lakhs Twenty Five Thousand Only)** as the **Earnest Money / Part Payment** against the sale of **Flat No. 601**, admeasuring **Carpet area 668.23 Sq. Ft. service area 31.00 Sq. Ft.**, on **6th Floor**, in the Building known as "**TULIP**" Society known as "**HAWARE ESTATE TULIP I & II Co-operative Housing Society Ltd.**" , in the Residential Complex known as "**HAWARE ESTATE - Phase I**" , along with **Allotted Stilt Car Parking No. S-3**, standing on the property bearing **Survey No. 47/1,48/2,48/3,48/6A(part),48/6B,49/3B** Revenue **Village - Vadavali**, lying, being and situated at **Beside Krishna Greenland Park, Opp. Vedant Hospital, Kasarvadavali, Thane West - 400615**, in the following manner :

Sr. No.	Rupees	NEFT UTR Ref./UPI Transaction ID.	Dated	Bank
1)	Rs.1,00,000/-	SBIN424092055592	01/04/2024	State Bank of India
2)	Rs.26,25,000/-			

Rs. 27,25,000/-

WE SAY RECEIVED

MR. GAURAV TERDAL

MRS. TABASSUM TERDAL

“ TRANSFERORS”

WITNESSES :-

1)

2)