

AGREEMENT FOR RE-SALE

ARTICLES OF AGREEMENT made and entered into at VIRAR, on this _____ day of _____ in the Christian year **Two Thousand Twenty Four (2024)**.

BETWEEN

SMT. MUNNI SURENDRA BAHADUR SINGH aged about **59** years, **PAN NO. (EBOPS3299)** having Residing at: **Flat No. 101, 1st Floor, C Wing, Lily (Agarwal's Heritage) CHSL, Bolinj, Virar West, Taluka Vasai & District Palghar - 401303**. Hereinafter called "**THE TRANSFEROR/S**" (which expression shall unless it is repugnant to the context or meaning thereof is deemed to include his/her/their heirs, executors, administrators and assigns) of the **FIRST PART: -**

A N D

1) MR. SACHIN MURLIDHAR PALKAR aged about **32** years, **PAN NO. (CDAPP4332H)**, **2) MRS. TEJASWINI SACHIN PALKAR** Alias **TEJASWINI SHASHIKANT SAGVEKAR** aged about **29** years, **PAN NO. (GPAPS6624M)** both Residing at: **Room No. 8, Pragati Chawl, Nagindas Pada Road, Nallasopara (East), Taluka. Vasai & Dist. Palghar - 401209**. Hereinafter called "**THE TRANSFEREE/S**" (which expression shall unless it is repugnant to the context or meaning thereof is deemed to include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART:**

WHEREAS:-

- A. The TRANSFEROR/S herein is in use occupation & possession of & well sufficiently entitled to the **Flat No. 101, 1st Floor, C Wing** in the **Building No. 12** known as "**LILY**", in the **Complex** Known as "**AGARWAL'S HERITAGE**" in the scheme known as "**YASHWANT NAGAR**", and Society Known as **LILY (AGARWAL'S HERITAGE) CO-OPERATIVE HOUSING SOCIETY LIMITED**, admeasuring about **57.00 Sq. Mtrs. (Carpet Area)** Constructed on N. A. Land admeasuring 4100 sq. meter out of **Survey No. 343** admeasuring 34470 square meters **Survey No. 344** admeasuring 27700 square meters **Survey No 345** admeasuring 26860 square meters lying being and situated at Village - **Bolinj**, Taluka-Vasai, Dist- Palghar. (Herein referred to as the said Flat) as the Owner thereof.
- B. By an Agreement for Sale dated **02/03/2009** duly registered with the Sub. Registrar **Vasai-2**, bearing Registration No. **01449/2009** **BETWEEN M/s. BALAJI CONSTRUCTION** therein referred to as the "**THE BUILDERS**" have sold their afore said **Flat No. 101, 1st Floor, C Wing** in the **Building No. 12** known as "**LILY**", in the **Complex** Known as "**AGARWAL'S HERITAGE**" in the scheme known as "**YASHWANT NAGAR**", to 1) **MR. SURENDRA BAHADUR K SINGH** 2) **MRS. MUNNI SURENDRA SINGH** Therein referred to as the "**THE PURCHASER/S**".

C. That the said **MR. SURENDRA BAHADUR K SINGH** died intestate on **27/10/2021** (hereinafter “The Said Deceased” for short) Leaving behind his the following legal heirs as they are only legal heirs and successors as per the law of succession governing the said deceased at the time of his death.

Name	Relation
1) SMT. MUNNI SURENDRA BAHADUR SINGH	Wife
2) MR. SANTOSH KUMAR SURENDRA SINGH	Son
3) MR. SANJEEV KUMAR SURENDRA BAHADUR SINGH	Son
4) MS. SONAM SURENDRA B. SINGH	Daughter

D. After Death of **MR. SURENDRA BAHADUR K SINGH** His Legal heirs Release the said Flat by an Agreement for Sale dated **12/06/2024** duly registered with the Sub. Registrar **Vasai-5**, bearing Registration No. **9245/2024**, dated **12/06/2024** **1) MR. SANTOSH KUMAR SURENDRA SINGH** **2) MR. SANJEEV KUMAR SURENDRA BAHADUR SINGH** **3) MS. SONAM SURENDRA B. SINGH** therein referred to as “**THE RELEASORS**” have Release their afore said Flat to **SMT. MUNNI SURENDRA BAHADUR SINGH** Therein referred to as the “**THE RELEASEE**”. And herein after referred to as the “**TRANSFEROR/S**”.

E. THE TRANSFEROR/S is ready and willing to sell, assign and transfer his/her right, title and interest of the said Flat to the TRANSFEREE/S which the TRANSFEREE/S have agreed to purchase for a lump sum price of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)**. THE TRANSFEROR/S herein has obtained permission from the Builder/Society to sell the said Flat to the TRANSFEREE/S herein.

- F.** The TRANSFEROR has agreed to transfer the right, title and interest to the TRANSFEE in the said Flat including all fittings, & fixtures therein for a total consideration **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)**.
- G.** The said Flat is being purchased by the TRANSFEE/S for Residential purpose and to which the provisions of the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and transfer) Act, 1963 apply.
- H.** The TRANSFEE/S have prior to the execution of this agreement satisfied about the title of THE TRANSFEROR/S to the said Flat and have agreed to purchase the said Flat and the right, title and interest on the terms and conditions hereinafter appearing;
- I.** THE TRANSFEROR/S have agreed to transfer the right, title and interest to the TRANSFEE/S in the said Flat for a total consideration of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)**. Which the TRANSFEE/S Have agreed to acquire for the said price.
- **NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

- A. The TRANSFEREE/S have paid to THE TRANSFEROR/S a sum of **Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only)**.By Cheque/RTGS/NEFT being the part Payment, towards the sale price of the aforesaid Flat and THE TRANSFEROR/S do and doth hereby admit and acknowledge receipt of the said amount.
- B. Further the Transferee/s hereby agreed to pay to the Transferor/s the balance amount of **Rs. 58,50,000/- (Rupees Fifty Eight Lakhs Fifty Thousand Only)** In 45 working days after registration of this Agreement.
1. TRANSFEROR/S hereby further discloses that there is no litigation; suit proceedings, etc. are pending against the said **Flat No. C/101** nor the said Flat, is subject of matter in any Court of Law, and there is no prohibitory orders or Injunction from any Authority restraining the TRANSFEROR/S of the said Flat.
 2. It is hereby agreed that in respect of any amounts payable by the TRANSFEREE/S to THE TRANSFEROR/S under or by virtue of this Agreement THE TRANSFEROR/S shall have a first lien and charge on the said Flat so long as the same shall remain unpaid.
 3. And as such member the TRANSFEROR/S is entitled to share having **Certificate No.** distinctive Numbers starting from Sr. No to AND Registration No. **TNA/VSI/HSG/TC/22051/10-11, Dated 15/06/2010** of the said society known as **LILY (AGARWAL'S HERITAGE) CO-**

OPERATIVE HOUSING SOCIETY LIMITED and of the face value of Rs. 50/- each, (hereinafter for brevity's sake collectively referred to as "the said shares").

4. THE TRANSFEROR/S have delivered to the TRANSFEREE/S, the copy of the All original Agreements executed between them mentioned in their afore said Agreements for bearing **Flat No. C/101** and all other necessary papers in respect of the said Flat on the day of execution of this agreement.
5. THE TRANSFEROR/S hereby declares that he/she have paid all dues towards the Municipality taxes, Land tax / Property tax / Ghar Patti / Electric Bills and Municipal Water charges, Maintenance charges, parking allotment letter, Telephone Bills, etc., in respect of the said Flat for the period ending on the day previous to the execution of this agreement. THE TRANSFEROR/S hereby agrees and undertakes to indemnify and keep indemnified the TRANSFEREE/S against payment of such charges for the said period.
6. It is specifically agreed by and between the parties hereto that in the unforeseen eventuality or due to non-compliance of required documents by THE TRANSFEROR/S as per the requirements of the Registrar while Registration Flat, than in that case THE TRANSFEROR/S shall immediately refund all the money so far paid by the TRANSFEREE/S and the TRANSFEREE/S shall in turn returned to THE TRANSFEROR/S all original documents/ papers, agreements, Share Certificates, NOC's, etc. given to him/her.

7. It is specifically agreed by and between the parties hereto that any pending issue, litigation, dispute. Miss-understanding, with the Builders/Sellers shall be cleared by THE TRANSFEROR/S and TRANSFEROR/S doth hereby undertake and indemnify to the TRANSFEREE/S, regarding any claims, demands, payment or tax or liability arises before the sale of the afore said Flat. In such case TRANSFEROR/S shall clear all pending matters as and when required by any Judicial, Quasi-Judicial, Local Self Govt. Semi-Govt. or Revenue Dept. etc.
8. THE TRANSFEROR/S declares that no person except himself/herself, have any share, right, title or interest of whatsoever nature in the said Flat and further declare that he/she have not entered into any agreement for sale, agreement to lease, or any other agreement in respect of the said Flat or any part thereof and that no loans have been obtained by THE TRANSFEROR/S by hypothecating the said Flat or any portion thereof.
9. The TRANSFEREE/S shall have no claim save and except in respect of the Flat hereby purchased by them, the common passages and the common amenities provided by the builder in the said building.
10. The TRANSFEREE/S shall not use nor shall allow or cause to be used the said Flat or any part neither thereof for any purpose which may or which are likely to cause nuisance to the

occupants of other tenements in the said building nor for any illegal or immoral purpose.

11. The TRANSFEREE/S accepts the construction and fittings etc., in respect of Flat to be satisfactory as on the execution of this agreement and shall not call upon THE TRANSFEROR/S to cause any additions, alteration or repairs to the Flat occupied by them nor shall hold THE TRANSFEROR/S liable for any defects in the said construction.
12. THE TRANSFEROR/S hereby declares that he/she has full right and absolute authority to transfer the said Flat and the said Shares to the TRANSFEREE/S and that he/she has not done or committed any act, deed or thing whereby the said shares or the said premises or his/her right, title and interest in the said Society have become charged, encumbered or otherwise prejudicially affected in any manner whatsoever or whereby he/she have been in any way prevented from transferring or assigning his/her right, title and interest in the said society or in the said premises or in the said shares to the TRANSFEREE/S.
13. Same as otherwise provided herein above all out of pocket costs, charges and expenses of and incidental to this agreement, registration fee and other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the TRANSFEREE/S alone and each party shall bear and pay their own fees.

14. The Possession of Key, Possession letter will be handed over to Purchaser only after full and final payment, realization of cheques.
15. It is hereby expressly provided and agreed by the parties hereto that both parties are entitled to enforce SPECIFIC PERFORMANCE of the Agreement against each other in case of breach of any conditions mentioned in this Agreement.
16. This agreement shall always be subject to the Provision of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and transfer) Act, 1963 And Co-operative Societies Act, 1960 with rules made there under.

THE SCHEDULE ABOVE REFERRED TO

Flat No. 101, 1st Floor, C Wing in the **Building No. 12** known as **"LILY"**, in the **Complex** Known as **"AGARWAL'S HERITAGE"** in the scheme known as **"YASHWANT NAGAR"**, and Society Known as **LILY (AGARWAL'S HERITAGE) CO-OPERATIVE HOUSING SOCIETY LIMITED**, admeasuring about **57.00 Sq. Mtrs. (Carpet Area)** Constructed on N. A. Land Bearing admeasuring 4100 sq. meter out of **Survey No. 343** admeasuring 34470 square meters **Survey No. 344** admeasuring 27700 square meters **Survey No 345** admeasuring 26860 square meters lying being and situated at Village - **Bolinj**, Taluka-Vasai, Dist- Palghar. (Within the Area of Sub Registrar at Vasai No.1 to 6 Virar).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE
YEAR FIRST HEREINABOVE MENTIONED.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“THE TRANSFEROR/S”
SMT. MUNNI SURENDRA BAHADUR SINGH

IN PRESENCE OF (Witnesses)

1.....

2.....

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“THE TRANSFEREE/S”
1) MR. SACHIN MURLIDHAR PALKAR

2) MRS. TEJASWINI SACHIN PALKAR
Alias **TEJASWINI SHASHIKANT SAGVEKAR**

IN PRESENCE OF (Witnesses)

1.....

2.....

RECEIPT

RECEIVED the day and the year Ground herein above written of and from within the name **1) MR. SACHIN MURLIDHAR PALKAR 2) MRS. TEJASWINI SACHIN PALKAR** Alias **TEJASWINI SHASHIKANT SAGVEKAR** [TRANSFEREE/S] a sum of **Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only)**. By Cheque/RTGS/Online Transfer/NEFT being the part Payment towards the sale price of the aforesaid **Flat No. 101, 1st Floor, C Wing** in the **Building No. 12** known as **“LILY”**, in the **Complex** Known as **“AGARWAL’S HERITAGE”** in the scheme known as **“YASHWANT NAGAR”**, and Society Known as **LILY (AGARWAL’S HERITAGE) CO-OPERATIVE HOUSING SOCIETY LIMITED**, Village - **Bolinj**, Ta. **Vasai** and Dist. **Palghar**. THE [TRANSFEROR/S] do and doth hereby admit and acknowledge receipt of the said amount.

DATE	AMOUNT	Cheque No. / RTGS /Online Transfer	BANK NAME
01/12/2024	Rs. 51,000/-	470205657289	State Bank of India
Total	Rs. 6,50,000/-		

I SAY I HAVE RECEIVED

WITNESSES:

1. **SMT. MUNNI SURENDRA BAHADUR SINGH**
[TRANSFEROR/S]
- 2.