24790/204

# AGREEMENT FOR SALE

Of

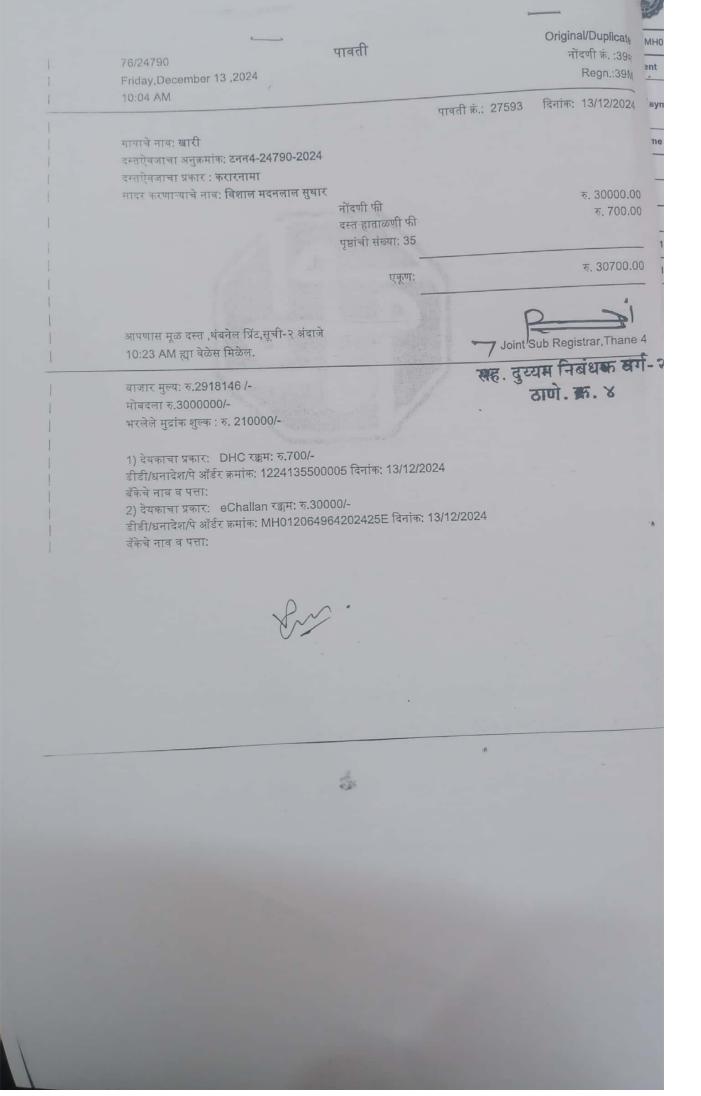
Flat No. 403, on the FOURTH Floor,

In

OM SHREE SAI KUNJ CO-OP.HSG.SOC.LTD.

At

Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar(E), Tal & Dist - Thane-401 105



#### CHALLAN MTR Form Number-



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### 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 

13<sup>th</sup> day of **DECEMBER** in the Christian Year TWO THOUSAND TWENTY FOUR.

(BK/3awa)

84.

# **BETWEEN**

MR. BIMAL KUMAR AGARWAL, aged about 50 years, PAN: ABVPA8279K, Indian inhabitant, having address at Flat No. 403, on the FOURTH Floor, OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD., situated and lying at Near Saibaba Temple, Sai baba Nagar, Navghar Cross Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401105, hereinafter referred to as the "THE TRANSFEROR" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include his legal representatives, executors,

administrators successions of the ONE PART.

MR. VISHAL MADANLAL SUTHAR, aged about 24 years, PAN: LFYPS6634A, 2. MR. PIYUSH MADANLAL

years, PAN: LFYPS6634A, 2. MR. PIYUSH MADANLAL SUTHAR, aged about 23 years, PAN: NSLPS1057M, Indian inhabitants, having address at Anwar Mastar Chawl, S. V. Road, Near Shiv Sena Office, Dahisar (East), Mumbai-400068, hereinafter referred to as the "THE TRANSFEREES" (Which expression shall, unless it be as repugnant to context or contrary to the meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successor-interest, till the last survivors) of the SECOND PART.

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WHEREAS, the Transferor is the owner and has exclusive possession along with share capital and otherwise well and sufficiently entitled to the Flat premises bearing No. 403, on the FOURTH Floor, the Society known as "OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD.", having Built up area 43.12 sq.mtrs Situated and lying at Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401105 (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 Transferor is legal bonafide member of the OM SHREE SAI KUNJ 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)/20770/2009-10 dated 13.05.2009 its registered office at the same building and whereas such member is registered share holder of five fully paid up shares bearing Share Certificate No. 014 distinctive nos. from 66 to 70 (both inclusive) of the said society standing in his name and whereas such members and share holders the REGIS Transferor, has full right interest and share holders.

Transferor has full right possession of the said Flat in the said society's building situated at Near Saibaba Temple, Sai baba Nagar Nagar Navghar Cross Road, Bhay andar (East), Tal & Dist-Thane-3107 THANK A01 105.

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AND WHEREAS, by and under an agreement for sale dated 27.01.1998 entered into between M/S. OM SAI CHARAN BUILDERS, hereinafter referred to as the One Part and MR. MURARILAL AGARWAL 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. 317/1998, dated 28.01.1998.

AND WHEREAS, by and under an agreement for sale dated 07.04.2008 entered into between MR. MURARILAL AGARWAL hereinafter referred to as the One Part and MR. BIMAL KUMAR AGARWAL 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. 03408/2008, dated 11.04.2008.

AND WHEREAS, The Transferor herein confirm that the

above said agreement executed between the above said

Parties and the Present Transferor herein is legally valid,

existing, substantificant has not cancelled, terminated,
revoked and the Transferor herein has quiet, vacant and
peaceful physical possession of the said flat premises
since the date the purchased. The Transferor further
declares that except him there is no one else who had or
has any right, title, interest or claim in the said Flat

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Premises or the shares.

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

AND WHEREAS, the Transferor herein has agreed to assign his 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 Transferor is the owner and in exclusively possession along with share capital of otherwise well and sufficiently entitled to the Flat premises bearing No. 403, on the FOURTH Floor, in the society known as "OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD.", at Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401105.



- 2. The Transferees herein agreed to acquire from the Transferor and the Transferor has agreed to sell the above said flat premises on as it is where it is basis at lump-sum sale consideration of ₹. 30,00,000/-(RUPEES THIRTY LAKHS ONLY) being the Full & Final Payment for his 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 Transferor a sum of ₹. 5,00,000/- (RUPEES FIVE 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 ₹. 25,00,000/-, which shall be paid within 45 days from the date of Registration.
    - (b) The Transferor hereby agrees and undertakes that immediately on receipt of Full & Final amount of agreed consideration as mentioned in clause (2) herein the Transferor will handover peaceful vacant

possession of state said flat to the Transferees and fall clear at the dives prior to the possession of the said Premises by the Transferor along with all relevant documents he uding Maintenance bills, Property tax receipts etc. standing in his name and also agrees to handover all the original agreements, share certificate of the flat.

BIMSawa

(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 Transferor 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 Transferor shall be refunded back to the Transferees (without interest) and no claim thereafter will be entertained in

this regard and the Transfer of chall be free to self-transfer the above said flat to whomseever he wants without the concern of the mansferees.

(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.

(Buranda)

- 4. The Transferor hereby assure, state, declare and covenant
  - (a) That the Transferor herein confirms that the above said agreement, executed between the above said Parties and present Transferor herein is legally, valid, exercising, subsisting and has not cancelled, exercising, revoked, and the Transferor herein has terminated, revoked, and the Transferor herein has quiet, vacant, and peaceful possession of the said flat premises since the date he 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 others matters whatsoever of any person/s

against him in respect of the above said flat

(d) That after the possession of this Flat the

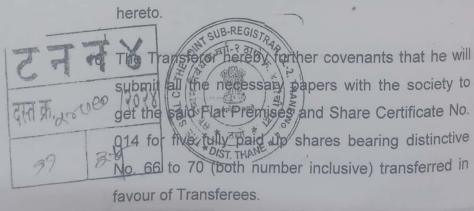
Transferees bereve titled to hold, possess, occupy
and enjoy the said Flat premises without any
interruption, hindrance, denial, demands and eviction
from the Transferor herein or from any other
person/s.

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- (e) The Transferor do hereby agree to execute or cause to be executed at the request and costs of the Transferees all such further and other acts, deeds, matters and things in law whatsoever as may be required by the Transferees or his/her/their Counsel at Law for better and more perfectly transferring, conveying and assigning the said Flat Premises in favour of the Transferees.
- (f) The Transferor 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 Transferees in any manner whatsoever.
- (g)The Transferor has not been adjudicated insolvent nor he has committed any Act of insolvency nor is there any order of any Court or Authority restraining the Transferor or creating any inability in the Transferor from entering into this Agreement.
- 5. If the transaction is not completed on account of the willful default on the part of the Transferor, the Transferees shall claim damages without prejudice to their other rights and remedies in away.
- 6. If the transaction is not completed on account of the willful default of the Transferees, the Transferor shall be entitled either to require specific performance of the this agreement by the Transferees without prejudice of Thank to his other rights and remedies in law.

(BK/sawa)

- 7. The Transferor do hereby covenant with the Transferees that the Transferor 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 Transferees by the Transferor and if any amount is found due & payable by the Transferor period prior to the date of delivery of possession of the said Flat Premises, the same shall be reimbursed by the Transferor such as property tax, maintenance and outgoing for the period prior to the date of delivery of possession of the said Premises.
- 8. The Transferees herein assure, state, and declares that they will observe, perform all the terms, conditions and obligations contained in the said Agreement for sale with the above said Parties 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



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- 11. The Transferor and the Transferees 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 Transferor and the Transferees in equal proportion.
- 13. The Transferees 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 Transferor has agreed to attend and to admit the execution thereof.

### THE SCHEDULE REFERRED TO ABOVE

ALL THAT FLAT PREMISES bearing No. 403, on the FOURTH Floor, having Built up area 43.12 sq.mtrs. thereabouts in the society known as "OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD.", having Regn No. TNA/(TNA)/HSG/(TC)/20770/2009-10 dated 13.05.2009, situated at Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401105 on the piece of land bearing Old Survey No. 177, New Survey No. 65, Hissa 10. 3 Situated ving and the Registration District and Sub-District of Thane, within the Jurisdiction of MIRA BHAYANDAR MUNICIPAL THANK CORPORATION.

[12] 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 "TRANSFEROR" MR. BIMAL KUMAR AGARWAL 1 (BK/30 WW In the presence of.... 1. DB-mish 2. Quesh Kumol SIGNED SEALED AND DELIVERED BY THE WITHINNAMED "TRANSFEREES" 1. MR. VISHAL MADANLAL SUTHAR 2. MR. PIYUSH MADANLAL SUTHAR In the presence of... 1. Name: Surendra Bahadur mishing Address: Bhayander (4) Signature: 36 mishy 2. Name: Dinesh Hireld Paiker Address: Bhayahis

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# RECEIPT (PART PAYMENT)

RECEIVED of and from the Transferees 1. MR. VISHAL MADANLAL SUTHAR 2. MR. PIYUSH MADANLAL SUTHAR for sale and transfer of the said Flat premises No. 403, on the FOURTH Floor, OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD., situated and lying at Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401 105, as a sum of ₹. 5,00,000/- (RUPEES FIVE LAKHS ONLY) as a PART Payment on the given terms and conditions as mutually agreed by way of CASH/CHEQUE as given below.

24.11.2024	G PAY 10NO. 432	907650129	ofc Bank	51,000/-
01.12.2024	NEFT REF. NO. H	Central Bank 6-3658685199	of India	4,49,000/-

Subject to realization of cheque/s

Total ₹. 5,00,000/-

WITNESS:-

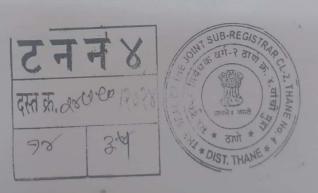
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MR. BIMAL KUMAR AGARWAL

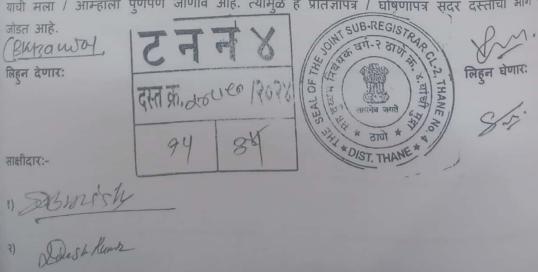


महाराष्ट्र शासन महसुल व वनविभाग शासन परिपत्रक क्रमांक-मुद्रांक 2015/प्र.क्र.111/म-1 दिनांक 12मि/201

# प्रतिज्ञापत्र / घोषणापत्र

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स्थावर मिळकतीविषयी होत असलेली फसवण्क/बनावट/संगनमत व त्या अनुषंगाने पोलीस स्टेशन दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम चे कलम 82 तरतुदीयचे अधिन राहुन मी/आम्ही प्रतिज्ञापत्र / घोषणापत्र लिहून देत आहोत, नोंदणी अधिं 1908 चे कलम 83 व भारतीय दंड संहिता 1960 मधील नमुद असलेल्या तरतुदीनुसार 7 वर्षाच्या शिक्षेस याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे प्रतिज्ञापत्र / घोषणापत्र सदर दस्ताचा भाग व



#### प्रपत्र- ब स्वयं-साक्षांकनासाठी स्वयंघोषणापत्र

मी MR. BIMAL KUMAR AGARWAL, वय 50 वर्ष, राहणार Flat No. 403, FOURTH Floor, OM SHREE SAI KUNJ CO-OP. HSG. SOC. LTD., Near Saibaba Temple, Sai baba Nagar, Navghar Cross Road, Bhayandar (East), Tal & Dist-Thane-401105, याद्वारे घोषित करतो/ करते की, मी स्वयं साक्षांकित केलेल्या प्रती या मूळ कागदपत्रांच्याच सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळून आल्यास, भारतीय दंड सिहंता आणि / किंवा संबंधित कायद्यानुसार माझ्यावर खटला भरला व त्यानुसार मी शिक्षेस पात्र राहीन याची मला पूर्ण जाणीव आहे.



(BINIZAWA)

अर्जदाराची सही

ठिकाण :-

दिनांक :-

मी MR. VISHAL MADANLAL SUTHAR, वय 24 वर्ष, राहणार Anwar Mastar Chawl, S. V. Road, Near Shiv Sena Office, Dahisar (East), Mumbai-400068, याद्वारे घोषित करतो/ करते की, मी स्वयं साक्षांकित केलेल्या प्रती या मूळ कागदपत्रांच्याच सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळून आल्यास, भारतीय दंड सिहंता आणि / किंवा संबंधित कायद्यानुसार माझ्यावर खटला भरला व त्यानुसार मी शिक्षेस पात्र राहीन याची मला पूर्ण जाणीव आहे.

ठिकाण :-

दिनांक :-



1/2/

अर्जदाराची सही

मी MR. PIYUSH MADANLAL SUTHAR, वय 23 वर्ष, राहणार Anwar Mastar Chawl, S. V. Road, Near Shiv Sena Office, Dahisar (East), Mumbai-400068, याद्वारे घोषित करतो/ करते की, मी स्वयं साक्षांकित केलेल्या प्रती या मूळ कागदपत्रांच्याच सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळून आल्यास, भारतीय दंड सहिंता आणि / किंवा संबंधित कायद्यानुसार माझ्यावर खटला भरला व त्यानुसार मी शिक्षेस पात्र राहीन याची

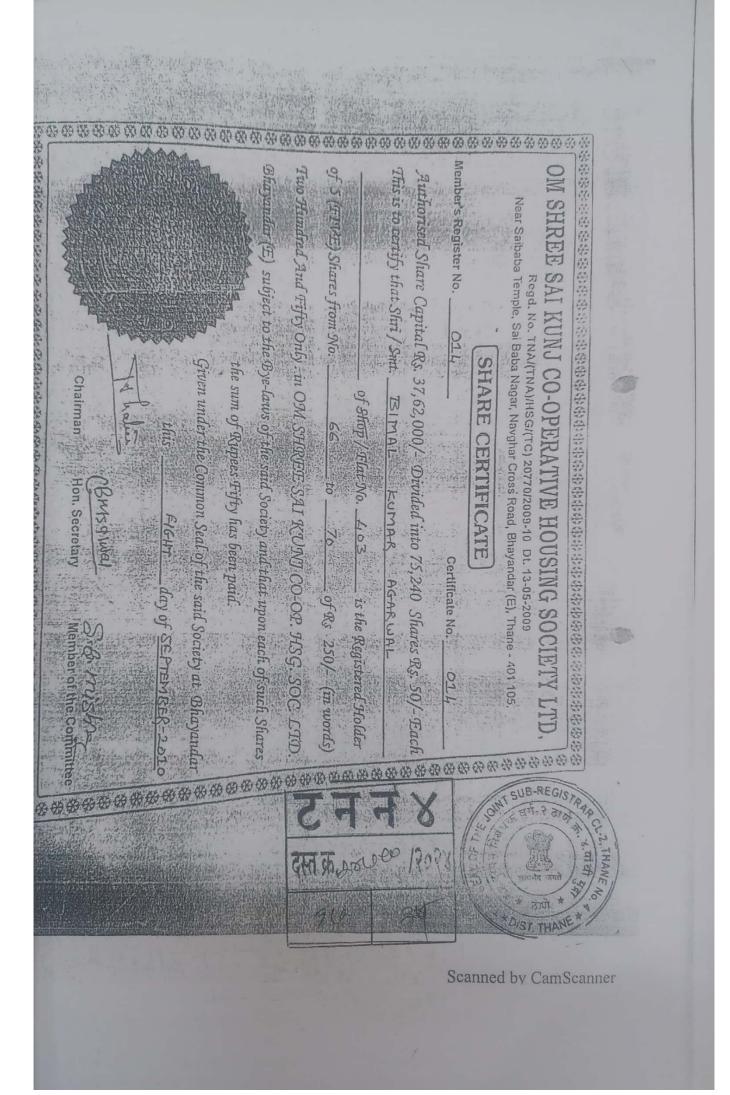
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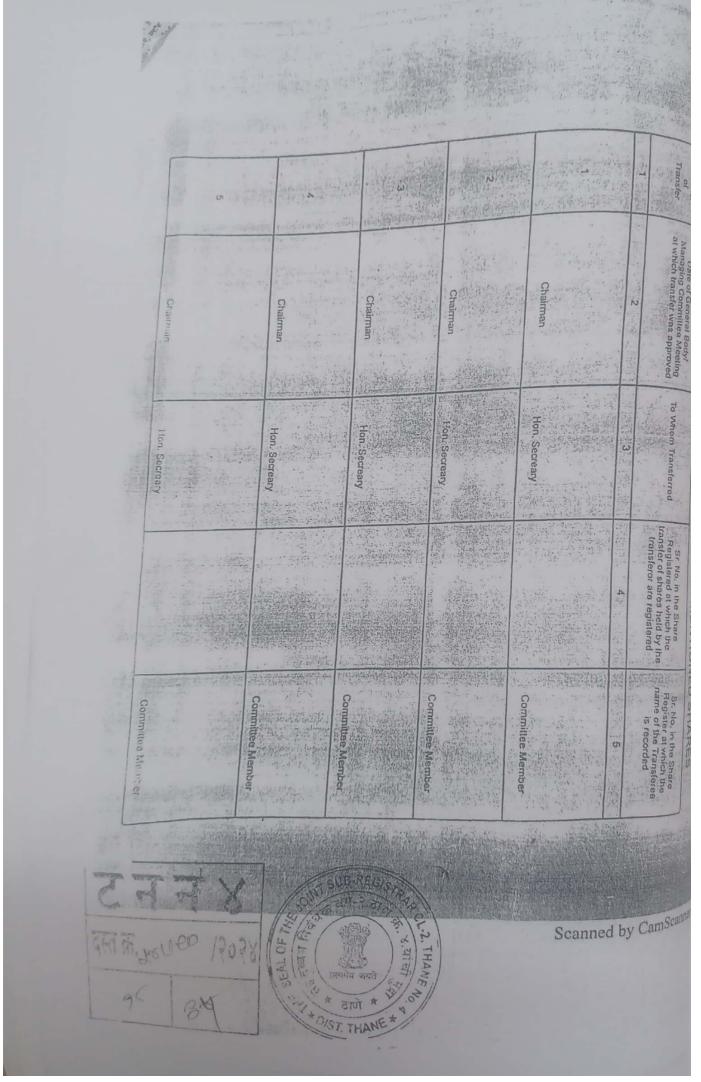
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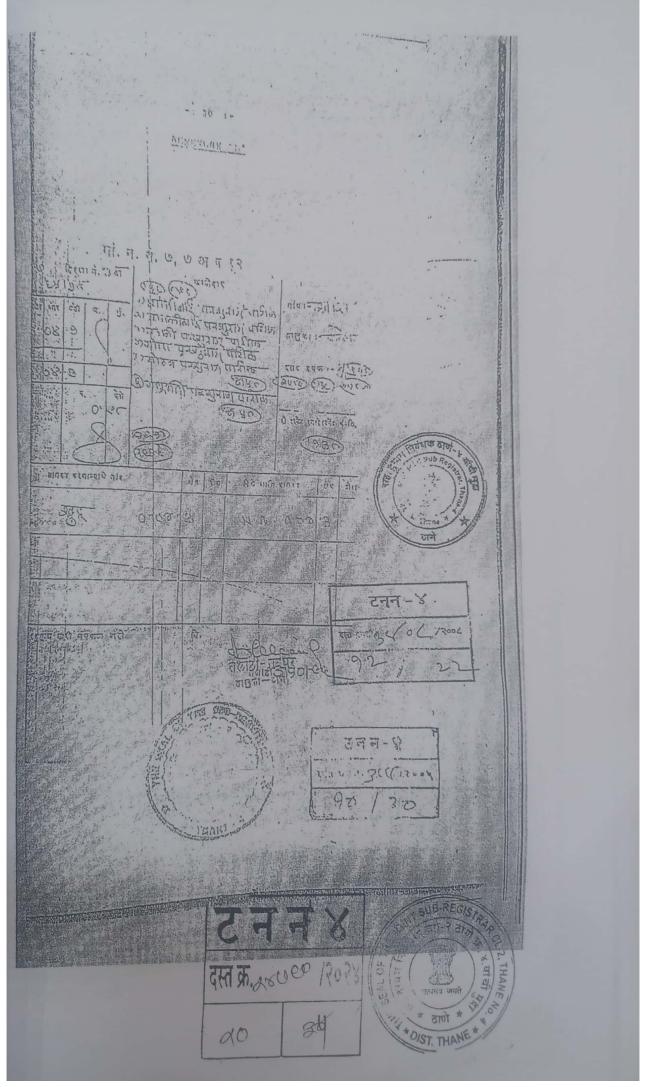
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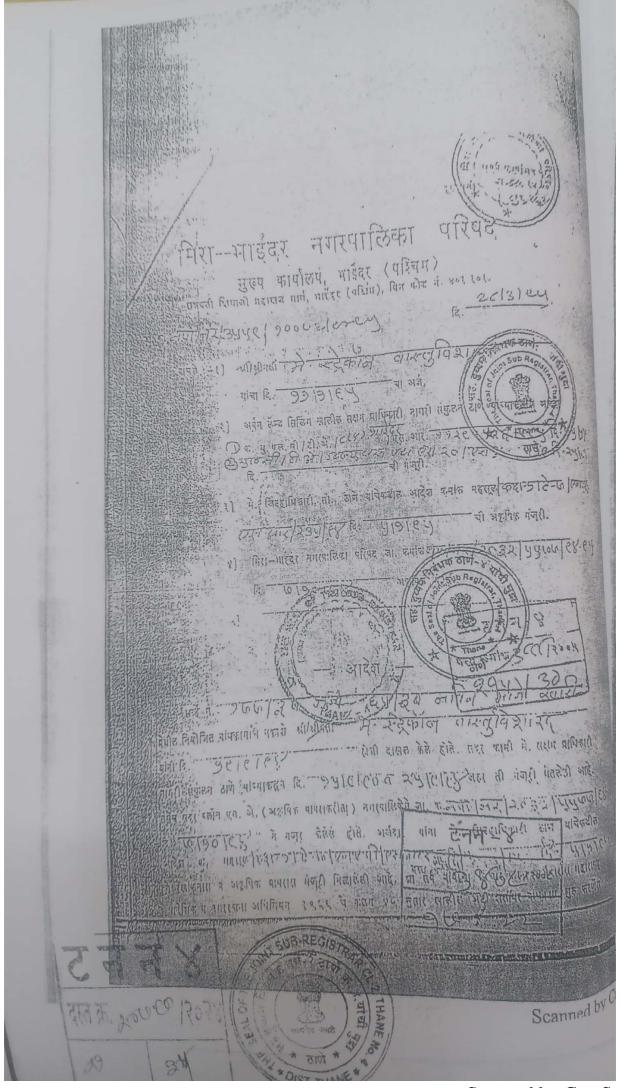


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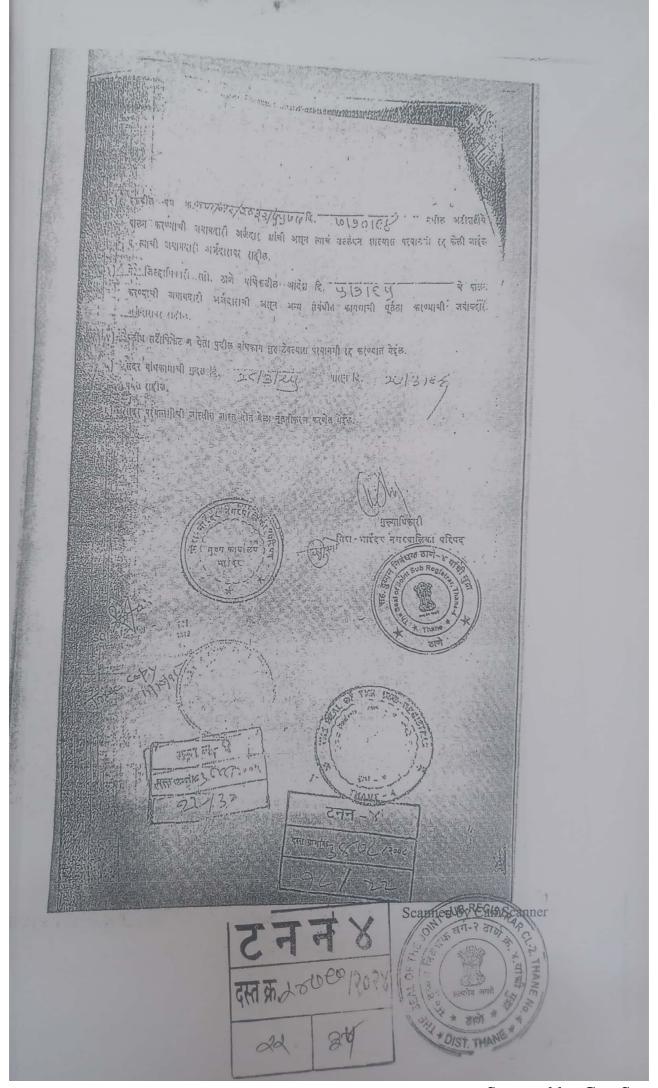
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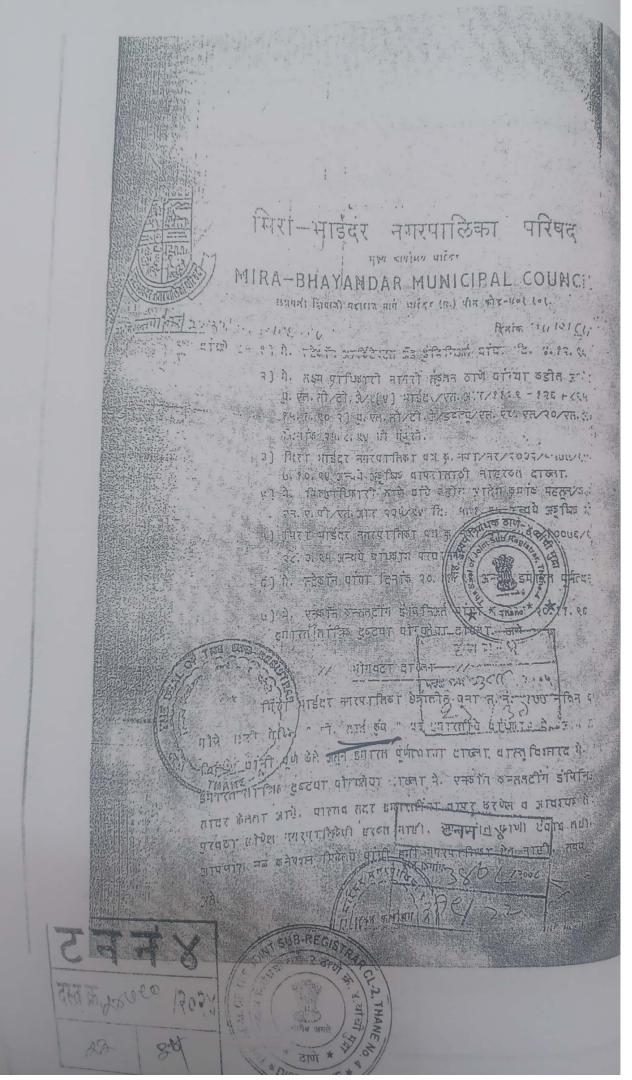
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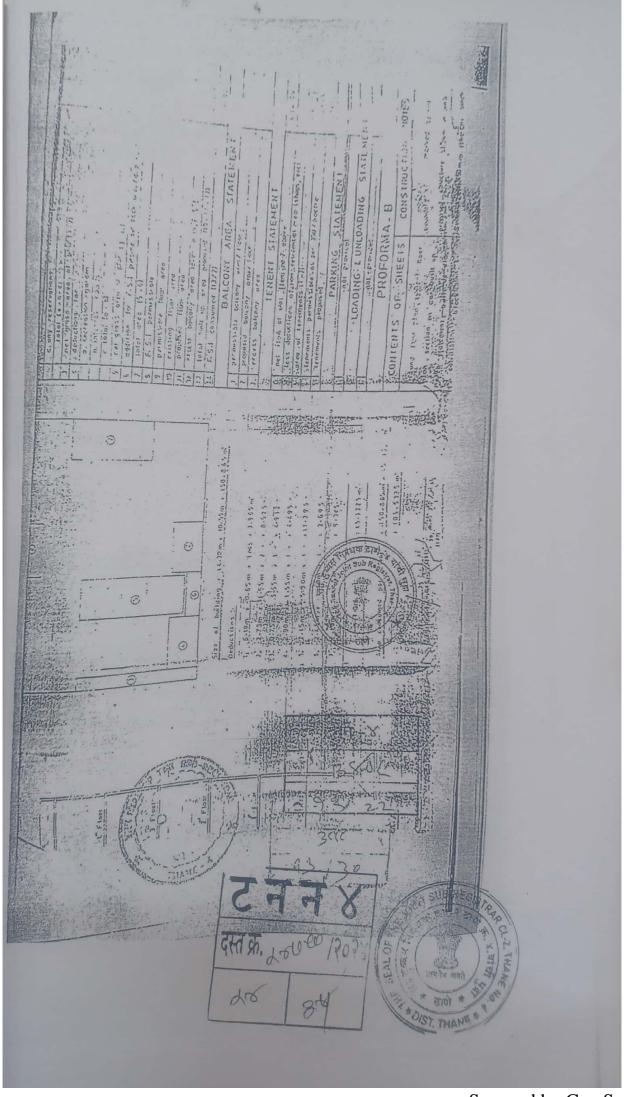
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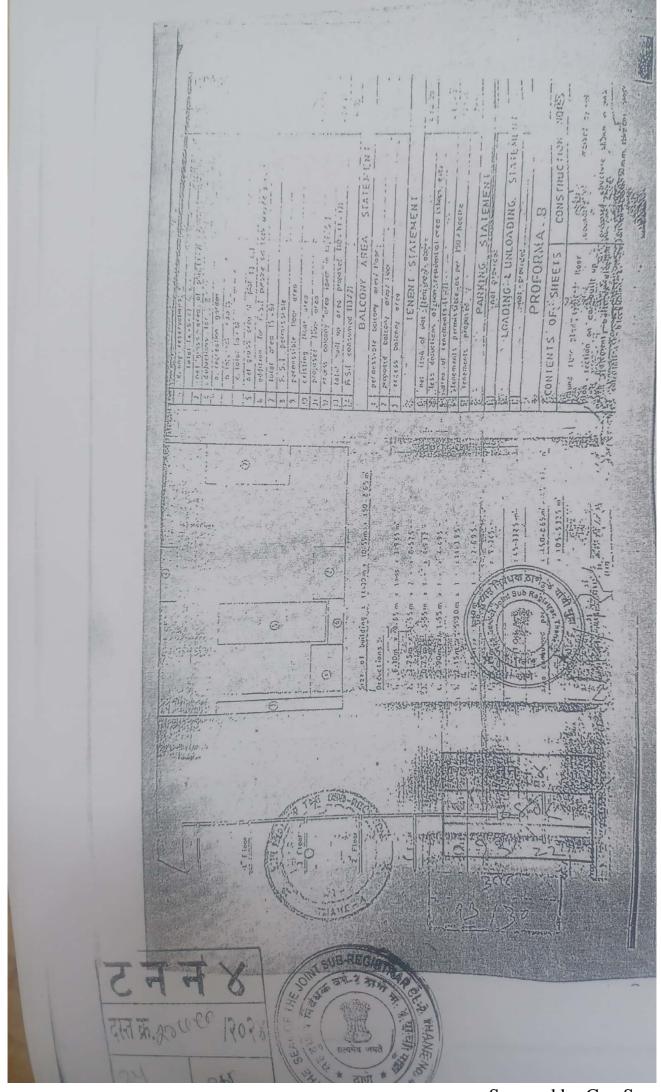
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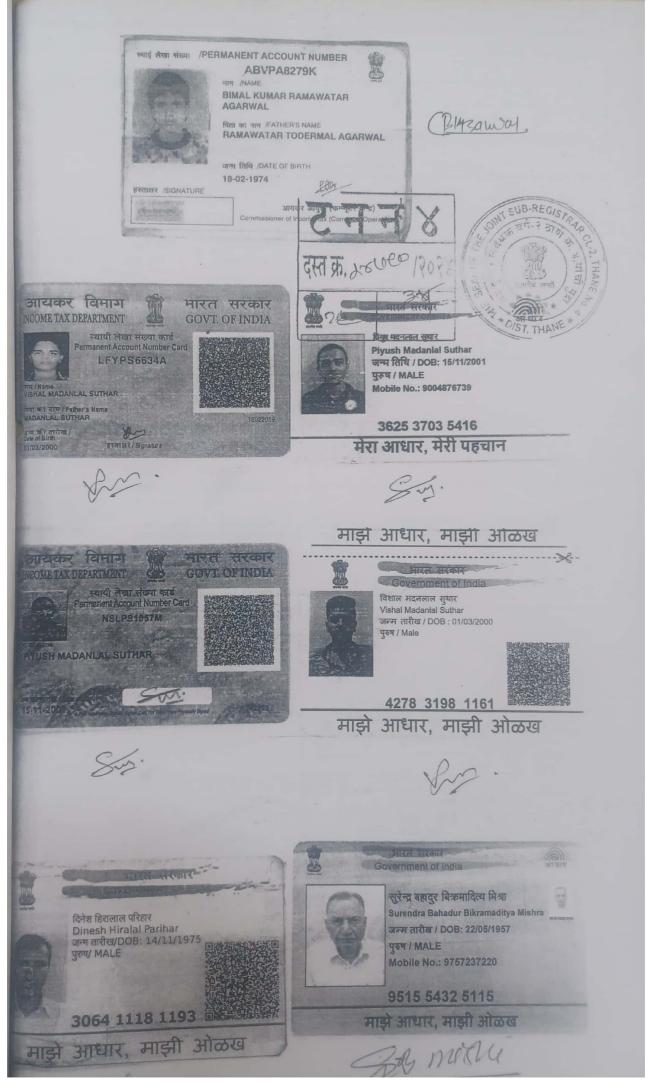
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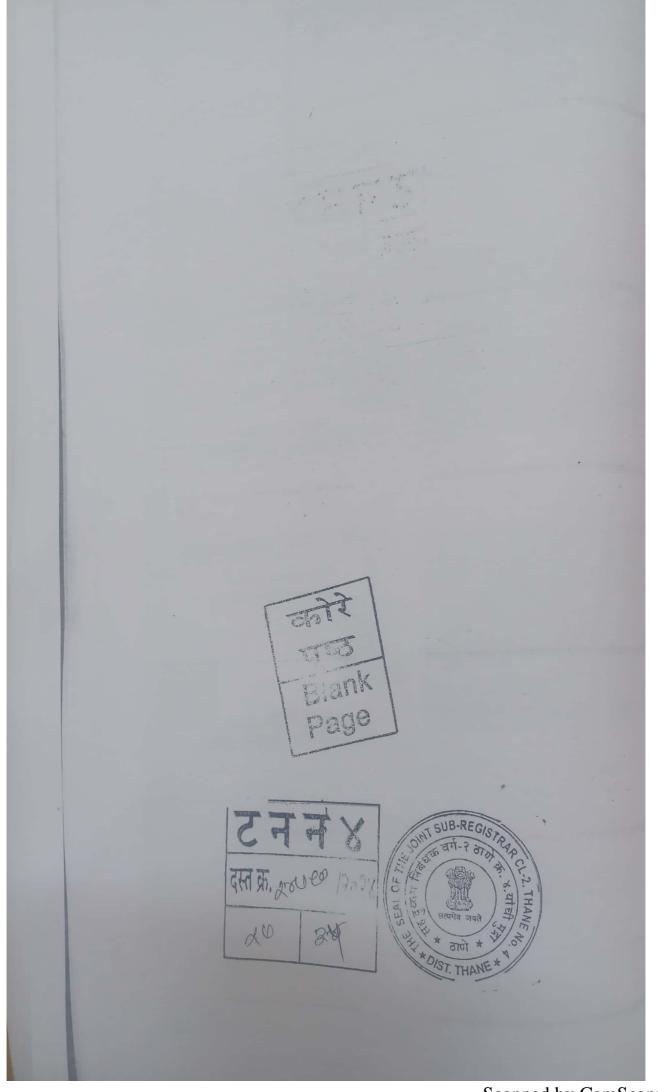


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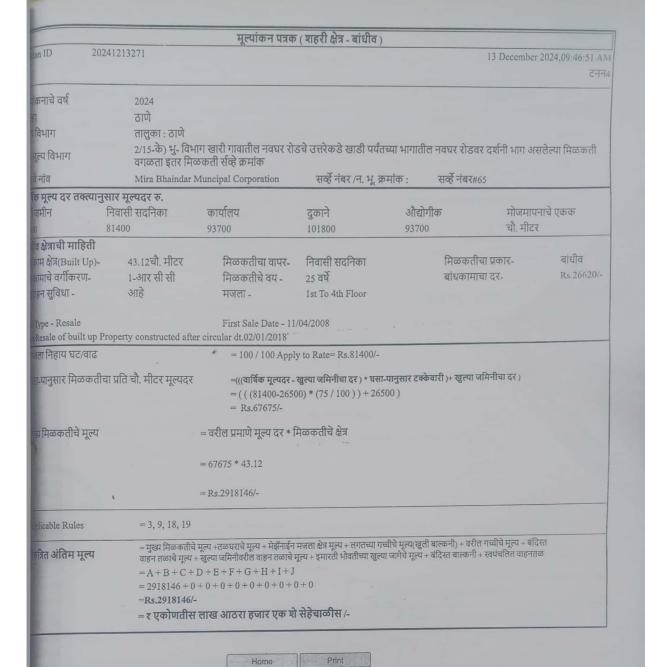


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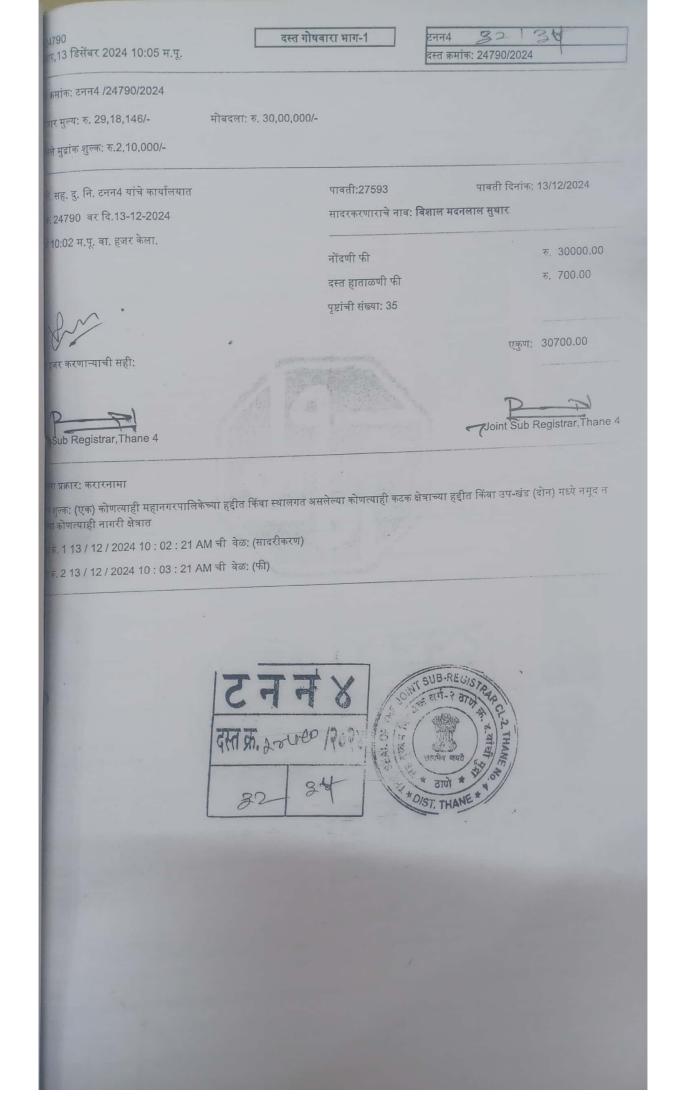
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		IGR116				00.00	
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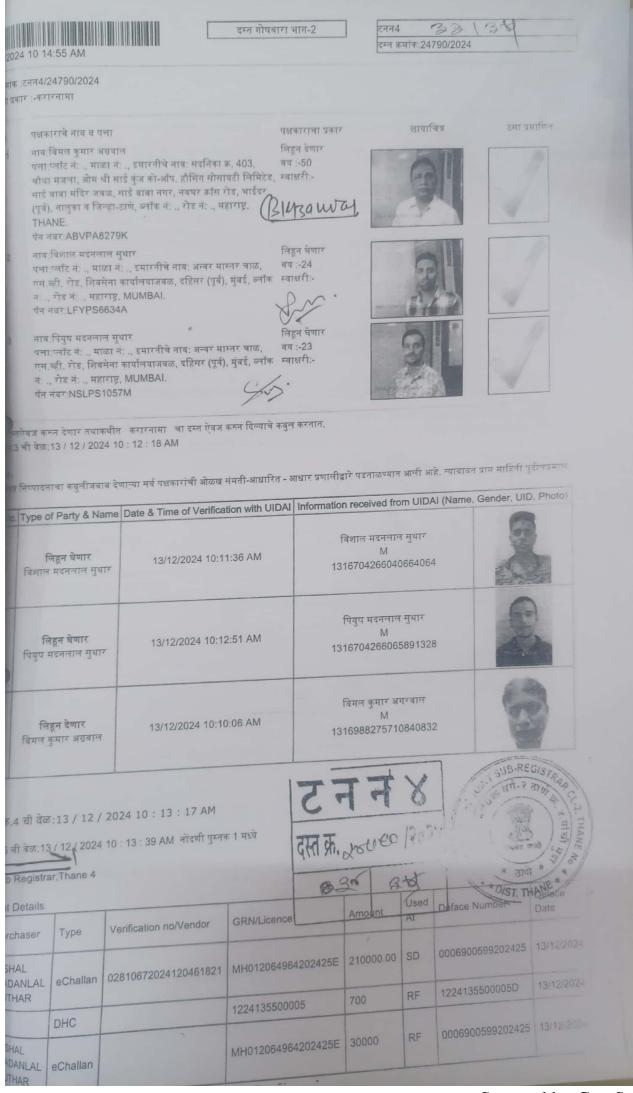


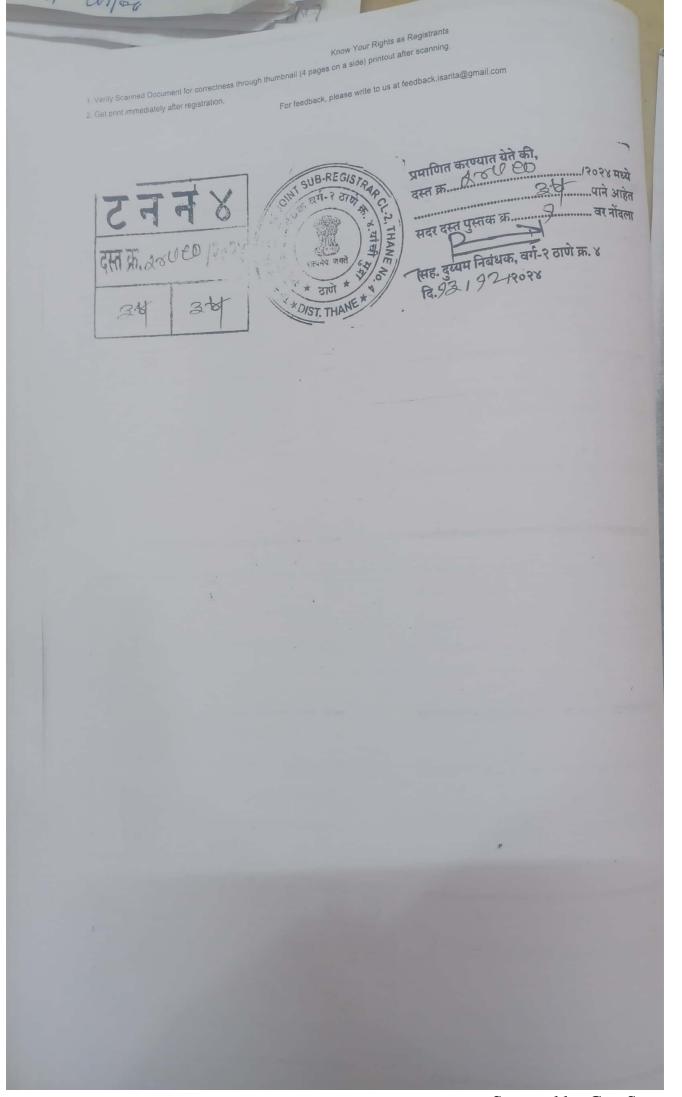
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Scanned by CamScanner





सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4 दस्त क्रमांक: 24790/2024

नोवंणी: Regn:63m

#### गावाचे नाव: खारी

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

3000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते

2918146

नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मिरा-माईदर मनपा इतर वर्णन :, इतर माहिती: वार्ड क्र. के,विभाग क्र. 2/15,सदनिका क्र. 403,चौथा मजला,ओम श्री साई कुंज को-ऑप. हौसिंग सोसायटी लिमिटेड,साई बाबा मंदिर जवळ,साई बाबा नगर,नवघर क्रॉस रोड,भाईंदर(पूर्व),तालुका व जिल्हा-ठाणे-401 105,क्षेत्रफळ बिल्टअप 43.12 चौ. मीटर. ((Survey Number: जुना सर्व्हें क्र. 177, नविन सर्व्हें क्र. 65, हिस्सा क्र. 3;))

(5) क्षेत्रफळ

1) 43.12 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे

1): नाव:-बिमल कुमार अग्रवाल वय:-50; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: सदनिका क्र. 403, चौया मजला, ओम श्री साई कुंज को-ऑप. हौसिंग सोसायटी लिमिटेड, साई बाबा मंदिर जवळ, साई बाबा नगर, न्नवघर क्रॉस रोड, माईंदर (पूर्व), तालुका व जिल्हा-ठाणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, THANE. पिन कोड:-401105 पॅन नं:-ABVPA8279K

दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(৪)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा 1): नाव:-विशाल मदनलाल सुधार वय:-24; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: अन्वर मास्तर चाळ, एस.व्ही. रोड, शिवसेना कार्यालयाजवळ, दंहिसर (पूर्व), मुंबई, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400068 पॅन नं:-LFYPS6634A

2): नाव:-पियुष मदनलाल सुथार वय:-23; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: अन्वर मास्तर चाळ, एस.व्ही. रोड, शिवसेना कार्यालयाजवळ, दिहसर (पूर्व), मुंबई, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400068 पॅन नं:-NSLPS1057M

(9) दस्तऐवज करुन दिल्याचा दिनांक

13/12/2024

(10)दस्त नोंदणी केल्याचा दिनांक

13/12/2024

(11)अनुक्रमांक,खंड व पृष्ठ

24790/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

210000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

30000

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

