

AGREEMENT FOR SALE

This Agreement for Sale made at Thane on this
..... day of 2025 BETWEEN **MR. VINAY
JHAJHARIA**, Age - 44 years, PAN No. AGEPJ4328E residing
at Flat No. 1901, 392 Marsa Dubai, Premise No. 392067544, PO
Box - 3253, Dubai, UAE, hereinafter referred to as "**THE
TRANSFEROR**" (which expression shall unless it be
repugnant to the context or meaning thereof mean and
include his heirs, executors, administrators and assigns) of
the FIRST PART.

AND

1] MRS. PRIYA SAMEER NAIK, Age - 51 years, PAN No. ADUPN7792D, Aadhar No. 684208982145 & **2] MR. SAMEER SUHAS NAIK**, Age - 50 years, PAN No. ADGPN0832L, Aadhar No. 705124380427, both residing at :- 2A/601, Shreeji Krupa, Narendra Ballal Road, Majiwade, Thane (W) - 400601, hereinafter referred to as "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS "Gulmohar Upvan Co-op. Hsg. Soc. Ltd." , lying being situated at Pokharan Road No. 2, Village Majiwade, Thane (W), Tal. & Dist. Thane, is a Corporate body, being a "Co-op. Hsg. Soc. Ltd." duly formed, registered and incorporated under the provisions of Maharashtra Co-op. Hsg. Society's Act, 1960, bearing Registration No. TNA/(TNA)/HSG/(TC)/23052/2011 dated 25-05-2011. The Transferor is seized and sufficiently entitled to Flat No. 505, on 5th floor, admeasuring 750 Sq. ft. (Carpet), in a building known as "GULMOHAR" (Building No. 6), in a society known as "GULMOHAR UPVAN CO-OP. HSG. SOC.

LTD.", in a complex known as "GAWAND BAUG", lying being situated at Pokharan Road No. 2, Village Majiwade, Thane (W), Tal. & Dist. Thane, within the limits of Thane Municipal Corporation and in the Sub -Registration District and Registration District Thane, (more particularly described in the Schedule written hereunder and hereinafter for the sake of brevity and convenience called and referred to as "The said Flat") as his true, absolute and exclusive owner thereof.

WHEREAS the Transferor has purchased the said flat from M/s. Vardhaman Homes by an Agreement for Sale dated 11-06-2008 registered at Serial No. TNN 2 - 5440/2008 and as such the Transferor is the owner of the said Flat. [hereinafter referred to as the 'Principal Agreement']

AND WHEREAS Transferor is the member of "Gulmohar Upvan Co-op. Hsg. Soc. Ltd.", registered under the Maharashtra Co-op. Hsg. Society's Act, 1960, bearing Registration No. TNA/(TNA)/HSG/(TC)/23052/2011 dated 25-05-2011 (hereinafter referred to as the "said society") lying

being situated at Pokharan Road No. 2, Village Majiwade, Thane (W), Tal. & Dist. Thane, within the limits of Thane Municipal Corporation and in the Sub -Registration District and Registration District Thane.

AND WHEREAS Transferor is the holder of 10 Shares of total value of Rs. 500/- bearing Nos. 361 to 370, under Share Certificate No. 37 (hereinafter referred to as the said Shares).

AND WHEREAS the Transferor is no more in need of the said Flat and therefore he has decided to sell the same.

AND WHEREAS on coming to know the intention of the Transferor regarding sale of the said Flat, the Transferees approached to the Transferor and negotiated for sale and transfer of the said Flat in favour of Transferees and the Transferor made following representations to the Transferees in respect of the said Flat i.e.

- a. The Transferor is owner of the said Flat and as such entitled to occupy, use and enjoy the said Flat.

- b. Except the Transferor, no other person, entity or authority has got any right, title or interest of whatsoever nature against the said Flat.
- c. The Transferor has not created any right, title, interest, mortgage, charge or encumbrance whatsoever in respect of the said Flat whether by way of sale, exchange, mortgage, gift, trust, tenancy, possession, inheritance, lien or any other way in favour of any person, entity or authority.
- d. The Transferor has full right, power and authority to enter into this Agreement and to sell and transfer the said Flat to the Transferees.
- e. There are no other encumbrances created against the said Flat and the title of the Transferor to the said Flat is clear, marketable and free from all encumbrances.

AND WHEREAS relying upon the aforesaid representations made by the Transferor, the Transferees agreed to purchase, acquire the said Flat and as incidental thereto, all the beneficial rights, shares, title and interest of the Transferor in the said Flat with the rights of use and occupation of the said Flat for the full and final consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty

Lakhs Only) on the terms and conditions appearing hereinafter.

AND WHEREAS the Transferor and the Transferees shall execute necessary instruments for transfer of the said Flat together with Shares of the said Society to the name of the Transferees.

NOW THEREFORE THESE ARTICLES OF AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1] The Transferor hereby declares, records and confirms as under :

a. The Transferor is the sole and absolute owner of the said Flat No. 505, on 5th floor, admeasuring 750 Sq. ft. (Carpet), in a building known as "GULMOHAR" (Building No. 6), in a society known as "GULMOHAR UPVAN CO-OP. HSG. SOC. LTD.", in a complex known as "GAWAND BAUG", lying being situated at Pokharan Road No. 2, Village Majiwade, Thane (W), Tal. & Dist. Thane, within the limits

of Thane Municipal Corporation and in the Sub -
Registration District and Registration District Thane.

b. The Transferor agrees that he has not entered into any agreement for sale, transfer, mortgage or let out the said flat with any other person and that he is in exclusive and absolute possession and occupation of the said flat & the said flat is free from all encumbrances.

c. The said flat is not affected by any lis pendency or insolvency proceedings or any prohibitory orders from the Income Tax Department or any other authority restraining the Transferor from dealing with or disposing off or parting with possession of the said Flat or any part thereof.

d. The Transferor has paid his share of municipal taxes, water charges, society maintenance charges, electricity charges, all other utility charges and all other outgoings charges in respect of the said Flat up to date and that no part thereof has remained unpaid.

2] The Transferor further declares that he has obtained the necessary permission from the said society for sale and transfer of the said Flat together with Shares of the said Society unto the Transferees herein.

3] In consideration of the aforesaid representation of the Transferor, the Transferees herein agree to purchase and the Transferor herein agree to sell and transfer to the Transferees the said Flat of the Transferor and all his rights, title, and interest therein for the total consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only).

4] The Transferees have agreed to pay the sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) to the Transferor in the following manner.

i] Rs. 1,000/- [Rupees One Thousand Only]	Paid by RRN No. 435911384705 of Axis Bank Ltd. dated 24-12-2024 paid to Transferor as Token Money.
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ii] Rs. 2,49,000/- [Rupees Two Lakhs Forty Nine Thousand Only]	Paid by UTR No. AXOMB35932548715 of Axis Bank Ltd. dated 24-12-2024 paid to Transferor as Token Money
iii] Rs. 43,06,500/- [Rupees Forty Three Lakhs Six Thousand Five Hundred Only]	Paid by Cheque No. dated paid to Transferor.
iv] Rs. 9,71,750/- [Rupees Nine Lakhs Seventy One Thousand Seven Hundred Fifty Only]	Being 14.95% Tax Deducted at Source as per Income Tax Act, 1961 shall be directly deducted and paid on behalf of Transferor by the Transferees No. 1 herein within 45 days from the date of Registration of this Agreement and Receipt thereof will be handed over to Transferor.
v] Rs. 9,71,750/- [Rupees Nine Lakhs Seventy One Thousand Seven Hundred Fifty Only]	Being 14.95% Tax Deducted at Source as per Income Tax Act, 1961 shall be directly deducted and paid on behalf of Transferor by the Transferees No. 2 herein within 45 days from the date of Registration of this Agreement and Receipt

	thereof will be handed over to Transferor.
iv] Rs. 19,43,500/- [Rupees Nineteen Lakhs Forty Three Thousand Five Hundred Only]	Being 14.95% Tax Deducted at Source as per Income Tax Act, 1961 shall be directly deducted and paid on behalf of Transferor by the Transferees herein within 45 days from the date of Registration of this Agreement and Receipt thereof will be handed over to Transferor.
v]Rs. 65,00,000/- [Rupees Sixty Five Lakhs Only].	Payable to Transferor by raising loan from any bank/ financial institution within 45 days from the registration of this document.
Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)	Total.

5] It is expressly agreed between the Transferor and the Transferees that on payment of total consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) by the Transferees to the Transferor, the said Flat stand sold/transferred by the Transferor to the Transferees. The

Transferor on payment of total consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) by the Transferees, shall deliver to the Transferees the original Agreement along with Registration Receipt & original Share Certificate and execute all necessary transfer documents relating to the said Flat & shall also deliver last paid up bill in respect of Society Maintenance, Municipal Tax, Service Charges, Electricity Charges and all other utility charges.

6] The Transferees hereby confirm and declare that the date of payment referred hereinabove is the essence of contract and they will make the balance payment, referred hereinabove. Due to any other reason if the payment is not made before the said date, they will be liable to pay the same within the grace period of 15 days i.e. within 60 days from the date of registration of this Agreement for Sale.

7] The Electric Meter & Gas Connection affixed to the said flat and the Transferor has agreed to transfer the said flat along with the said Electric Meter & Gas Connection to the Transferees and further agree to sign all the necessary

papers for transfer of said Electric Meter & Gas Connection as and when requested by Transferees.

8] The Transferor on payment of full consideration shall immediately put the Transferees in vacant and peaceful possession of the said Flat. And the Transferor shall at all time hereafter at the request of the Transferees agree to do and execute or cause to be done or execute all such acts, deeds and other assurances in law whatsoever for further and more perfectly vesting and assuring the said Flat unto the Transferees.

9] On and after handing over the possession of the said Flat by Transferor to Transferees and total payment of consideration amount of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) by Transferees to the Transferor, the Transferor shall have no right, possession title and/or interest of any nature whatsoever in the said Flat and Transferees shall be solely and exclusively entitled to use, occupy, possess and enjoy the said Flat without any hinderance and/or interference of whatsoever nature by the Transferor or any one claiming through or under his behalf in anyway

whatsoever and the Transferees shall be entitled to deal with the said Flat in such manner as they may desire and think for and proper, subject to society bye - laws, Rules & Regulations.

10] All taxes, dues, charges, expenses and such other outgoings in respect of the said Flat due and payable till the date of handing over the possession of the said Flat to the Transferees shall be borne by the Transferor and the Transferor shall indemnify and agree to keep the Transferees indemnified against any loss or any damage or claim suffered or caused to the Transferees on account of any such dues or outstanding amount due and payable by the Transferor to any of the concerned authorities in respect of the said Flat. The Transferor hereby confirm that he has clear and marketable title to the said Flat and the Transferor hereby indemnify and agree to keep the Transferees indemnified in case of any defects in the title of the Transferor to the said Flat.

11] The Transferees agree to become members of the said society and for that purpose agree to sign necessary

applications, forms & other papers as may be required by the society & agree to abide by rules, regulations and bye-laws as amended from time to time and shall from the execution of this document promptly and punctually pay all taxes, maintenance charges, electricity bill and other outgoings in respect of the said Flat.

12] The Transferees shall bear and meet the expenses of the stamp duty and registration of this agreement.

13] The Transferor agrees to Co - operate with Transferees and whenever required sign necessary papers pertaining to transfer of the said Flat and also further agree to co-operate and make available all the necessary documents to the Transferees with respect to the same. Further subsequent to the registration of Agreement for Sale, if required Transferor agrees to visit India to sign any documents viz. Rectification Deed/Correction Deed, Sale Deed, Confirmation Deed, Forms/Applications etc. in order to effectuate better title in favour of Transferees.

14] The Transfer Fees, Donation, if any, leviable by the said society at the time of completion of the transfer of the said shares and the said Flat from the name of the Transferor to the name of the Transferees shall be borne equally by the Transferor & Transferees.

15] The original 1] Agreement for Sale executed between M/s. Vardhaman Homes and Mr. Vinay Jhajharia by an Agreement for Sale dated 11-06-2008 registered at Serial No. TNN 2 - 5440/2008 alongwith Registration Receipt & 2] Original Share Certificate with respect to the said Flat will be immediately handed over to the Transferees after full and final payment or earlier at the request of the Transferees for raising loan from any bank or financial institution.

16] The Transferees agree to abide by the terms and conditions mentioned in the PRINCIPAL Agreement registered and which is subject to the provision of MAHARASHTRA OWNERSHIP FLAT ACT, 1963 and rules made thereunder.

THE SCHEDULE OF THE PROPERTY

Flat No. 505, on 5th floor, admeasuring 750 Sq. ft. (Carpet), in a building known as "GULMOHAR" (Building No. 6), in a society known as "GULMOHAR UPVAN CO-OP. HSG. SOC. LTD.", in a complex known as "GAWAND BAUG", **alongwith one open car parking space**, constructed on the plot of land bearing Survey Nos. 273/1(p), 274(p), 275/1(p), 275/3, 276/1(p), 276/5(p), 277/9, 277/12, 278/1, 278/4(p) & 291, lying being situated at Pokharan Road No. 2, Village Majiwade, Thane (W), Tal. & Dist. Thane, within the limits of Thane Municipal Corporation and in the Sub -Registration District and Registration District Thane.

**IN WITNESS WHEREOF THE PARTIES HERETO
HAVE HEREUNTO SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS ON THE DAY AND THE YEAR
FIRST HERE IN ABOVE WRITTEN.**

SIGNED AND SEALED]

the withinnamed "TRANSFEROR"]

MR. VINAY JHAJHARIA]

in the presence of]

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SIGNED AND SEALED]

THE WITHINNNAMED "TRANSFEREES"]

1] **MRS. PRIYA SAMEER NAIK**]

2] **MR. SAMEER SUHAS NAIK**]

in the presence of]

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R E C E I P T

Received an amount of 1] Rs. 1,000/- through RRN No. 435911384705 of Axis Bank Ltd. dated 24-12-2024, 2] Rs. 2,49,000/- through UTR No. AXOMB35932548715 of Axis Bank Ltd. dated 24-12-2024 & 3] Rs. 43,06,500/- by Cheque No. dated from Transferees i.e. 1] **MRS. PRIYA SAMEER NAIK & 2] MR. SAMEER SUHAS NAIK** hereinabove being part payment of the total consideration for said Flat paid to me in terms of the above agreement.

I say received Rs. 45,56,500/- [Rupees Forty Five Lakhs Fifty Six Thousand Five Hundred Only]

MR. VINAY JHAJHARIA

(TRANSFEROR)