## AGREEMENT FOR SALE

**ARTICLES OF THIS AGREEMENT** are made and entered into at Thane on this **25th** day of **January**, **2024**

BETWEEN

**1) MRS. JAGRUTI MANOJ THAKKER,** age **57** years, bearing PAN **ABKPT5130D**, & **2) MR. MANOJ LALJI THAKKER,** age **61** years, bearing PAN **AAAPT5511B**, Indian Inhabitant having residing at – Flat No. B/2, 87, Karmakshetra Co-Op. Housing Society, Sindhi Seva Samiti Nagar, Com. Harbanslal Marg, Near Shanmukhananda Hall, Sion Koliwada, Mumbai - 400037, 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

**1) MRS. VARSHA VASANT SALUNKE,** age **59** years, bearing PAN **BKHPS1324R,** Indian Inhabitant, having address at Flat No. B-32, 2nd Floor, Sobat C.H.S., Road No.27, Shree Nagar Complex, Wagle Estate, Thane (W) – 400604, **2) MR. PRATIK VASANT SALUNKE,** age **37** years, bearing PAN **BKOPS5749F,** Indian Inhabitant, having address address at Flat No. B-32, 2nd Floor, Sobat C.H.S., Road No.27, Shree Nagar Complex, Wagle Estate, Thane (W) – 400604, **& 3) MRS. RICHA AJIT PADTE,** age **37** years, bearing PAN **AMRPP9715A,** Indian Inhabitant, having address at Flat No. B-1201, Sarovar Darshan Tower, Almeda Road, Opp. TMC, Panchpakhadi, Naupada, Thane (W) - 400602, hereinafter called **“THE TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

**WHEREAS** by virtue of a Registered Agreement dated 7th day of February, 2007, (Registered with the Sub-Registrar of Thane-2 at Doc. No. TNN-2-00968-2007 dated 09/02/2007) executed between **M/S. VINAYAK DEVELOPERS**, a Partnership Firm duly registered under the provisions of Indian Partnership Act, having their office at – Meghdoot, Vallabh Baug Lane, Ghatkopar (East), Mumbai-400077, hereinafter referred to as **“THE BUILDERS**” of the One Part and **1) SMT. JAGRUTI MANOJ THAKKER & 2) SHRI. MANOJ L. THAKKER,** therein referred to as the **“FLAT PURCHASER”,** of the Other Part, purchased and acquired all rights, title and interest in **Flat No. 803,** admeasuring **574 Sq. Ft.** equivalent to **53.32 Sq. Mtrs. (Carpet)** area (including area of balcony, Nitch, door and window sills), on **8th Floor,** in the Building named **“ISRA”** situated within the society named “**MAHAVIR MILLENNIUM Co-operative Housing Society Limited**”, Complex Known as **“MAHAVIR MILLENNIUM”,** standing on the plot of land bearing **Survey No. 280/1(Part), 280/4(Part), 289/2(Part), 415(Part) Village – Majiwade,** lying, being and situated at **Next To Garden Enclaves,** **Vasant Vihar, Pokhran Road No. 2 , Thane West - 400610,**  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** are the bonafide members of the **“MAHAVIR MILLENNIUM Co-operative Housing Society Limited”,** a society registered under **Registration No. TNA/(TNA)/ HSG/(TC)/25416/2013 Dated 16/08/2013** and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity’s 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. 24,** bearing **Distinctive No. 231 to 240 (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 has absolute right and power to hold, occupy and deal with and dispose of the said premises and every part thereof and to dispose of 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 **TRANSFEREES** being in need of permanently suitable accommodation, came to know of the same, approached the **TRANSFERORS** whereupon the **TRANSFERORS** represented to the **TRANSFEREES** that:

1. The **TRANSFERORS** have been put into the actual and physical possession of the said premises.
2. They are the absolute and lawful owners of the said premises and are bonafide members of the said society and no other person/s have right, title or interest in the said premises and they are well and sufficiently entitled to deal with and or dispose of the premises.
3. There are no suits, litigations, civil or criminal or any other proceeding pending as against the **TRANSFERORS** personally affecting the said premises.
4. 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. 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.
5. The **TRANSFERORS** have not mortgaged the said premises with any institutions and the said premise is free from all encumbrances, charges, lien, etc.
6. 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.
7. The **TRANSFERORS** in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or 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 that would affect the sale of the premises as per the terms of this Agreement.

**AND WHEREAS** believing the aforesaid representations the **TRANSFEREES** 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 a Consideration of **Rs. 95,00,000/- (Rupees Ninety-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 has 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 **TRANSFEREES** hereby agree to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No. 803,** admeasuring **574 Sq. Ft.** equivalent to **53.32 Sq. Mtrs. (Carpet)** area (including area of balcony, Nitch, door and window sills), on **8th Floor,** in the Building **“ISRA”** now “**MAHAVIR MILLENNIUM Co-operative Housing Society Limited**”, Complex Known as **“MAHAVIR MILLENNIUM”,** standing on the plot of land bearing **Survey No. 280/1(Part), 280/4(Part), 289/2(Part), 415(Part) Village – Majiwade,** lying, being and situated at **Next To Garden Enclaves,** **Vasant Vihar, Pokhran Road No. 2 , Thane West - 400610,** as and for a **Lump-sum Price** of **Rs. 95,00,000/- (Rupees Ninety 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 **TRANSFEREES** have agreed to pay the **TRANSFERORS** a Consideration of **Rs. 95,00,000/- (Rupees Ninety-Five Lakhs Only)** in the following manner:

A) **Rs. 1,21,000/- (Rupees One Lakh Twenty One Thousand Only)** Paid by Cheque No. 000083 Dated 07/12/2023 Drawn on HDFC Bank Ltd., as Token Money before execution of this Agreement.

B) **Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only)** Paidby Cheque No. 000084 Dated 16/12/2023 Drawn on HDFC Bank, as towards part payment execution of this Agreement.

C) **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** Paidby Cheque No. 188084 Dated 16/12/2023 Drawn on Canara Bank, as towards part payment execution of this Agreement.

D) TDS as per provisions u/s 194 IA of Income Tax Act, 1961 of **Rs. 95,000/- (Rupees Ninety Five Thousand Only)** i.e. 1% of the value of this Agreement on behalf of the **TRANSFERORS** in the name of **MRS. JAGRUTI MANOJ THAKKER** bearingPAN **ABKPT5130D** and shall provide supporting Challan evidencing payment of TDS as provided by the Income Tax Authorities **within 7 days** of the execution of this Agreement. This is included in the consideration of **Rs. 95,00,000/- (Rupees Ninety-Five Lakhs Only).**

E) **Rs. 26,00,000/- (Rupees Twenty-Six Lakhs Only)** by Capital Gain A/c No. 60454131053 Dated 31/07/2023 Drawn on Bank of Maharashtra, payable **within 15 (fifteen) days** execution of this Agreement.

F) **Rs. 46,84,000/- (Rupees Forty Six Lakhs Eighty Four Thousand Only)** by obtaining loan from any bank / Financial Institution as **Full and Final Payment,** after receiving all the original documents from the **TRANSFERORS Within 15 (fifteen) days** of execution of this Agreement.

G) If the **TRANSFEREES** are unable to adhere to the payment schedule mentioned herein above in points 2 (D) to 2 (F) within the stipulated period in each clause above then the **TRANSFEREES** will be liable to pay to the **TRANSFERORS** interest @ 12% p.a. on the each such payment upto the date on which actual remaining amount is paid. Further, if the **TRANSFEREES** are unable to pay full and final payment by 31/03/2024 then this Agreement shall be terminated/cancelled and an amount of Rs. 5,00,000 (Rupees Five Lakhs Only) shall be forfeited by the **TRANSFERORS** and the **TRANSFERORS** shall retain ownership of the said premises as before.

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 **TRANSFEREES** in actual, physical, legal, and peaceful possession of the said premises, to the **TRANSFEREES** 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 **TRANSFEREES** hereafter shall do all the needful in respect of the said premises to secure their title to the said premises and the **TRANSFERORS** shall keep the **TRANSFEREES** 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 **TRANSFEREES** in equal proportions. The **TRANSFERORS** shall also hand over their previous agreement, allotment letter, last maintenance charges receipt, last electricity bill and other records amounting to the title of the premises, for the purpose of their record.

6. The **TRANSFEREES** hereby agree that, on becoming the member of the said society, the **TRANSFEREES** shall abide by all single by - laws, rules and regulations adopted by the society.

7. The **TRANSFERORS** hereby state, declare and confirm that the **TRANSFEREES** shall be entitled to get transferred the **Electricity Meter No. 07620304146** having **Consumer No. 000012366817** And **Mahanagar Gas Ltd. Meter No. 1160240316**, having **Consumer No. 210000867467,** installed in the said premises to their name and the **TRANSFERORS** shall, if required give their fullest co-operation in that regard.

8. The **TRANSFEREES** after taking possession of the said premises, shall be entitled to occupy the said premises and use of the said premises as deemed fit by the **TRANSFEREES** and the **TRANSFEREES** can hold the same for the use and benefit for themselves, their heirs, executors, successors forever without any claim charges interest demand or lien of the **TRANSFERORS** or any person on their behalf or who may claim through their or in trust for their, subject only on the part of the **TRANSFEREES** 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 **TRANSFEREES** declare that they 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** shall obtain the necessary No Objection Certificate (NOC) from the **“MAHAVIR MILLENNIUM Co-operative Housing Society Limited”,** 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 **TRANSFEREES** herein.

11. 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.

12. The **TRANSFEREES** are bound to get the said premises legally transferred in their own name / favour after observing all the necessary procedures and get all the deed, documents, applications, etc. executed. The **TRANSFERORS** hereby undertake to render their fullest co-operation to the **TRANSFEREES** for legal, full, perfect and effectual transfer of the said premises in favour of the **TRANSFEREES** and further undertakes not to charges any extra consideration and / or charges, etc. for the same.

13. The **TRANSFERORS** hereby agree to sign all necessary, papers, documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the **TRANSFEREES**.

14. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc. shall be borne and paid by **TRANSFEREES** alone.

15. If the purchase is not completed due to any default on the part of the **TRANSFEREES**, the **TRANSFERORS** shall be entitled to specific performance of the said Agreement and to claim all cost, charges and expenses incurred by the **TRANSFERORS** alongwith an amount of INR 5,00,000/- (Indian Rupees Five Lakhs Only) as penalty from the **TRANSFEREES**. Similarly, if the purchase is not completed due to any default on the part of the **TRANSFERORS** the **TRANSFEREES** shall be entitled to specific performance of this Agreement and to claim all cost, charges and expenses as well as loss and damages incurred by the **TRANSFEREES** along with an amount of INR 5,00,000/- (Indian Rupees Five Lakhs Only) as penalty from the **TRANSFERORS**.

16. This Agreement shall always be subject to the provisions of the applicable laws of India and the courts of Thane shall have exclusive jurisdiction on any and all disputes arising out of this Agreement.

# :: SCHEDULE ABOVE REFERRED TO ::

**ALL THAT PREMISES Flat No. 803,** admeasuring **574 Sq. Ft.** equivalent to **53.32 Sq. Mtrs. (Carpet)** area (including area of balcony, Nitch, door and window sills), on **8th Floor,** in the Building **“ISRA”** now “**MAHAVIR MILLENNIUM Co-operative Housing Society Limited**”, Complex Known as **“MAHAVIR MILLENNIUM”,** standing on the plot of land bearing **Survey No. 280/1(Part), 280/4(Part), 289/2(Part), 415(Part) Village – Majiwade,** lying, being and situated at **Next To Garden Enclaves,** **Vasant Vihar, Pokhran Road No. 2 , Thane West - 400610,** within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

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

SIGNED SEALED AND DELIVERED

by the withinnamed **“TRANSFERORS”**

**1) MRS. JAGRUTI MANOJ THAKKER**

**2) MR. MANOJ LALJI THAKKER**

in presence of

1)

2)

SIGNED SEALED AND DELIVERED

by the withinnamed **“TRANSFEREES”**

**1) MRS. VARSHA VASANT SALUNKE**

**2) MR. PRATIK VASANT SALUNKE**

**3) MRS. RICHA AJIT PADTE**

in the presence of

1)

2)

##### :: RECEIPT ::

**RECEIVED** of and from **1) MRS. VARSHA VASANT SALUNKE, 2) MR. PRATIK VASANT SALUNKE & 3) MRS. RICHA AJIT PADTE, (TRANSFEREES)** a sum of **Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only)** being **Money Payment** against the sale **Flat No. 803,** admeasuring **574 Sq. Ft.** equivalent to **53.32 Sq. Mtrs. (Carpet)** area (including area of balcony, Nitch, door and window sills), on **8th Floor,** in the Building **“ISRA”** now “**MAHAVIR MILLENNIUM Co-operative Housing Society Limited**”, Complex Known as **“MAHAVIR MILLENNIUM”,** standing on the plot of land bearing **Survey No. 280/1(Part), 280/4(Part), 289/2(Part), 415(Part) Village – Majiwade,** lying, being and situated at **Next To Garden Enclaves,** **Vasant Vihar, Pokhran Road No. 2 , Thane West - 400610**, in the following manner :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Rupees** | **Cheque No.**  | **Dated** | **Drawn on** |
| 1. | Rs. 1,21,000/- | 000083 | 07/12/2023 | HDFC Bank Ltd. |
| 2. | Rs. 17,50,000/- | 000084 | 16/12/2023 | HDFC Bank |
| 3. | Rs. 2,50,000/- | 188084 | 16/12/2023 | Canara Bank |

**WE SAY, RECEIVED Rs. 21,21,000/-**

|  |  |
| --- | --- |
| **1) MRS. JAGRUTI MANOJ THAKKER** | **2) MR. MANOJ LALJI** **THAKKER** |

#### “TRANSFERORS”

#### WITNESSES:

1)

2)