

ट न न ७	
दस्त क्र. ६६३८/२०२४	
५	२८



**AGREEMENT FOR SALE**

THE ARTICLE OF AGREEMENT FOR SALE is made and entered into at BHAYANDER this <sup>15<sup>th</sup></sup> day of April, in the Christian year TWO THOUSAND TWENTY FOUR.

**BETWEEN**

MR. HARDIK PRAKASHRAJ JAIN aged ..... Years & MRS. KEETY HARDIK JAIN aged ..... Years, an Indian Inhabitants residing at Flat No. E-401, Fourth Floor, VRAJ VIHAR CHS. Ltd., at Devchand Nagar Road, Near Jain Mandir, Bhayander (W), Taluka & Dist. Thane - 401101, hereinafter called "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to and assigns) of the **FIRST PART**.

**AND**

MR. SURESH JEEVARAM PRAJAPATI aged .... Years & MRS. NEETA SURESH PRAJAPATI aged .... Years, an Indian Inhabitant of residing at Room No.P-12, 1/214 Raja Ram Galli, Bhagat Singh Nagar No.2, Oshiwara Depot, Mumbai - 400104, hereinafter called "THE TRANSFEREES" (which expression shall unless be repugnant to the context or meaning thereof be deemed to include his heirs executors, administration and assigns) of the **SECOND PART**.

**WHEREAS:-**

A) The TRANSFERORS hereto are Joint and the absolute owners of and are fully Seized and possessed of ownership Flat No. E-401, on Fourth Floor, admeasuring area about 27.88 sq. mtrs. Built Up Area, in VRAJ VIHAR CO-OPERATIVE HOUSING SOCIETY LIMITED., at Devchand Nagar Road, Near Jain Mandir, Bhayander (W), Taluka & Dist. Thane - 401101, and Society Co-Operative Society Act. 1960. Vide Registration No. (TNA / (TNA) / HSG / (TC) / 3609/1989-90, Dated 05/04/1990, the TRANSFERORS is the holder of Five fully paid shares of each Vide Share Certificate No. 113, Dated \_\_\_\_\_, Distinctive Serial No. 471 to 475.

Handik

Kjain

Suresh

Prajapati

B) An Agreement for sale dated: 25/06/1987 entered and executed between Builder

ट न न १९	
दस्त क्र. ६६३८/२०२८	
६	

M/S. Sudama Estate Agency & Mr. Chandulal Shantilal Darji referred to called the First Purchaser. The First purchaser has sold the said Flat to Mrs. Rita

Bharat Morkhia referred to called the Second Purchaser on dated: 02/07/2000, The Second purchaser has sold the said Flat to Mrs. Bimlaben J. Dhadhich &

Miss. Pooja J. Dhadhich referred to called the Third Purchasers on dated: 30/12/2005 and the same was registered with a Deed of Declaration dated:

26/06/2008 at Thane under Document No. TNN-7-4906/2008, on Dated: 16/07/2008. And the Third Purchasers sold to Mr. Raja Mangilalji Jain &

Mrs. Sweety Raja Jain referred to called the Fourth Purchasers on dated: 17/04/2013 and the same was registered at Thane under Document No. TNN-7-

2991-2013 on dated: 17/04/2013, the Fourth Purchasers sold to MR. HARDIK PRAKASHRAJ JAIN & MRS. KEETY HARDIK JAIN on dated: 07/05/2018

referred to called the Present Transferors., and the present TRANSFERORS has purchased the said Flat No. E-401, on Fourth Floor, in VRAJ VIHAR CO-

OPERATIVE HOUSING SOCIETY LIMITED., admeasuring area about 27.88 sq. mtrs. Built Up Area, on the ownership basis & wherein the present

TRANSFERORS are now required the said Flat or they proposed to sell the Flat in the said Society on the ownership basis to the purchaser.

C) And whereas the application to society / Builders to transfer the said shares which are held by the TRANSFERORS in the name of the TRANSFEREES & also to

transfer the said Flat in the name of the TRANSFEREES will be applied and TRANSFEREES has agreed to acquire the said Flat No. E-401, on Fourth Floor,

admeasuring area about 27.88 sq. mtrs. Built Up Area, in VRAJ VIHAR CO-OPERATIVE HOUSING SOCIETY LIMITED., constructed on the plot of land

bearing Old Survey No. 29, New Survey No. 4, Hissa No. 2, at Revenue Village Bhayander, at Devchand Nagar Road, Near Jain Mandir, Bhayander (W),

Taluka & Dist. Thane - 401101, within the limit of Mira Bhayander Municipal Corporation on ownership basis on the terms and condition here after appearing.

D) The TRANSFERORS have agreed to sell to TRANSFEREES the said Flat together with the said share certificate held by the TRANSFERORS in the share capital of the society.

E) The TRANSFERORS has not received nor have been served any notice of demand under Income Tax Act., sales Tax, Stamp Duty of the wealth Tax Act. And

that no such notice or demand is pending and that no warrant of Attachment issued in

x Hardik  
x Jain

Suresh  
Nripapati

<b>ट न न ७</b>	
७	२०



respect of the said Flat by the Income Tax, Sale Tax & Stamp Duty, Wealth Tax authorities under any of the provision of the Income Tax Act, Wealth Tax Act, and or the rules formed there under.

**NOW THESE PRESENTS BETWEEN AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1] That the TRANSFERORS are fully seized and possessed of **Flat No. E-401, on Fourth Floor, in VRAJ VIHAR CO-OPERATIVE HOUSING SOCIETY LTD., at Devchand Nagar Road, Near Jain Mandir, Bhayander (W), Taluka & Dist. Thane - 401101**, and they are absolute owners of the said Flat.

2] That the party of the FIRST PART i.e. the TRANSFERORS who intends to sell the Flat on the ownership basis and the party of the SECOND PART i.e. The TRANSFEREES have approached to the party of the FIRST PART and that the party of the SECOND PART has prior to the execution of this Agreement satisfied herself/himself about the title of the party of the FIRST PART and shall not be entitle to investigate the title of the party the FIRST PART and no objection shall be raised on the any matter relating thereto.

3] That the TRANSFEREES have agreed to pay and the TRANSFERORSs have agreed and accept the lump sum consideration sum of **Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only)** towards the full & final value of the said Flat.

3.a] The TRANSFEREES have paid the sum of **Rs.5,50,000/- (Rupees: Five Lakhs Fifty Thousand Only)** to the TRANSFEROR as and by way of **PART PAYMENT** of the said FLAT/ROOM herein above mentioned [the payment and receipt whereof the TRANSFEROR do/doth hereby admit and acknowledge of and from the TRANSFEREES.]

3] It has been mutually agreed by and between both the parties hereto that, the TRANSFEREES shall pay to the TRANSFEROR the balance amount of **Rs. 21,50,000/- (Rupees: Twenty One Lakhs Fifty Thousand Only)** by way of obtaining Loan from any Bank or any Financial Institution, within a period of 45 Working days from the date of Registration of this Agreement for Sale.

+ Harshik

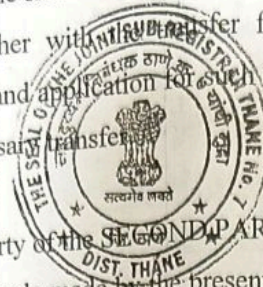
+ Jain

*(Signature)*

*(Signature)*

4] That the party of the FIRST PART has agreed to deliver to the party of the SECOND PART the share certificate in respect of the said share fully paid up of the

ट न न ७	
दस्त क्र. २०२६/२०२६	
८ 5]	२०



and society together with the TRANSFER form duly filled up and signed by the TRANSFERORS and application for such transfer to be submitted to the society for effecting the necessary transfer.

5] That the party of the SECOND PART is bound by the conditions contained in the Agreement for sale made by the present TRANSFERORS and Agreement which is given by the party of the FIRST PART to the party of the SECOND PART.

The membership and share certificate of the VRAJ VIHAR CO-OPERATIVE HOUSING SOCIETY Ltd., at Devchand Nagar Road, Near Jain Mandir, Bhayander (W), Taluka & Dist. Thane - 401101, shall be transferred in the name of the party of SECOND PART.

6] That the parties of the FIRST PART agreed to handover the vacant possession of the said Flat at the time of Full & Final payment of this present agreement.

7] That the party of the FIRST PART declare and confirm that she had paid the entire purchase price payable in the respect of the said Flat under the said Agreement to the TRANSFERORS.

8] That the party of the SECOND PART shall make an application for making the assessment payment of Municipal Bill & Electricity Bill in his/her own name and that the party of the FIRST PART shall consent to do so and that the party of the SECOND PART who will be entitled to dispose the said Flat any way he/she choose.

9] That the party of the FIRST PART has paid all the taxes and society dues of the said Flat up to the date of this agreement and those levied hence forth the party the SECOND PART shall make payment there of to concerned authorities.

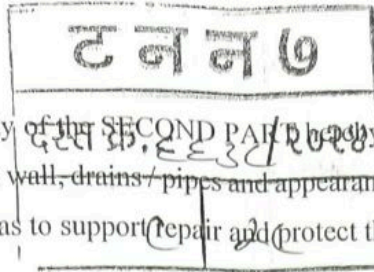
10] That the party of the FIRST PART hereby declare that he has not pledged and / or mortgage to any loan from any of the bankers or financial institution against the said Flat Further the said Flat is also not sold by the party of the FIRST PARTY to anyone else and that no advance against the said Flat has been taken by the party of the FIRST PART for the said Flat is free from all encumbrances and reasonable doubt.

x Handik

Suresh

x Jain

Pragapati



11] That the party of the SECOND PART hereby covenants to keep the said Flat its wall and partition wall, drains / pipes and appearances here to in good turn condition and in particular so as to support (repair and protect the part of the building other than her Flat.

12] All cost charge and expenses of preparation of this present Agreement shall be borne by the TRANSFEREES only and the TRANSFEREES and seller shall equally share the transfer charge payable to the society for transferring the Flat in the name TRANSFEREES.

13] This Agreement shall always be subject to the provision contained in Maharashtra ownership Flats Act 1963, Maharashtra ownership Flat rule 1964 or any provision of law for the time being which is applicable hereto.

14] The TRANSFEREES shall bear and pay the charges towards stamp duty and registration fees as may be in force and there after lodging this Agreement for Registration with the concerned sub- Registrar of Assurance within the prescribed time limit and the TRANSFERORS have jointly to admit and attain execution thereof.

**THE SCHEDULE ABOVE REFERRED TO**

**FLAT NO. E-401, on the Fourth Floor, admeasuring area about 27.88 sq. mtrs. Built Up Area, in the building known as VRAJ VIHAR CO - OPERATIVE HOUSING SOCIETY LTD., Constructed on plot of land bearing Old Survey No. 29, New Survey No. 4, Hissa No. 2, at Revenue Village Bhayander, at Devchand Nagar Road, Near Jain Mandir, Bhayander (W), Taluka & Dist. Thane - 401101, within the limits of Mira Bhayander Municipal Corporation in the Registration District Sub-District Thane/Bhayander.**

↑ Hurdik

↑ Jain

(Signature)

(Signature)



15/04/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 7

दस्त क्रमांक : 6638/2024

नोदणी :

Regn:63m

गावाचे नाव : भाईदर

(1) विलेखाचा प्रकार	करारनामा
(2) भोबदला	2700000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1714620
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन : , इतर माहिती: सदनिका क्र.इ/401,चौथा मजला,व्रज विहार को.ऑ.हौ.सोसा.लि.,देवचंद नगर रोड,जैन मंदिर जवळ,भाईदर प.,ता.जि.ठाणे. सदनिका क्षेत्र 27.88 चौ.मी. बिल्टअप( ( Survey Number : 4/2 ; ) )
(5) क्षेत्रफळ	1) 27.88 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-हार्दिक प्रकाशराज जैन - - वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: --, ब्लॉक नं: -, रोड नं: सदनिका क्र.इ/401, चौथा मजला, व्रज विहार को.ऑ.हौ.सोसा.लि., देवचंद नगर रोड, जैन मंदिर जवळ, भाईदर प., ता.जि.ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-AIQPJ0997D 2): नाव:-किटी हार्दिक जैन - - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: --, ब्लॉक नं: -, रोड नं: सदनिका क्र.इ/401, चौथा मजला, व्रज विहार को.ऑ.हौ.सोसा.लि., देवचंद नगर रोड, जैन मंदिर जवळ, भाईदर प., ता.जि.ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-AEMPJ5260J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सुरेश जीवाराम प्रजापती - - वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: --, ब्लॉक नं: -, रोड नं: रूम नं.पी-12, 1/214 राजा राम गल्ली, भगत सिंघ नगर नं.2, ओशिवारा डेपो, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400104 पॅन नं:-BTVPP6883M 2): नाव:-नीता सुरेश प्रजापती - - वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: --, ब्लॉक नं: -, रोड नं: रूम नं.पी-12, 1/214 राजा राम गल्ली, भगत सिंघ नगर नं.2, ओशिवारा डेपो, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400104 पॅन नं:-BVFPF1516B
(9) दस्तऐवज करून दिल्याचा दिनांक	15/04/2024
(10) दस्त नोंदणी केल्याचा दिनांक	15/04/2024
(11) अनुक्रमांक, खंड व पृष्ठ	6638/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	189000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	27000
(14) शेरा	

सह दुय्यम निबंधक वर्ग. -  
ठाणे क्र ७

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

