

VILLAGE	ACHOLE
SURVEY NO.	269 (Old 206),
BUILDING NAME	AKSHAR BHUWAN CO-OP.HSG.SOC.LTD.,
FLAT NO.	A/103, FIRST FLOOR, BLDG. NO.C-138,
AREA	765 SQ. FT. BUILT UP AREA (71.09 SQ. MTRS.) 850 SQ. FT. SUPER BUILT UP AREA (78.99 SQ. MTRS.)
CONSIDERATION	RS.49,50,000/-
MARKET VALUE	RS.47,30,000/-
STAMP DUTY	RS.3,46,500/-
REGISTRATION FEES	RS.30,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at VASAI on this ___ day of **FEBRUARY, 2024**

BETWEEN

MISS. REHANA ABDUL HUSSAIN GOAWALA age 52 years, adult, Indian Inhabitant, Owner of FLAT NO.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., VIJAY VIHAR COMPLEX, EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208, hereinafter called 'THE VENDOR/TRANSFEROR' (which expression shall unless it is repugnant to the context or meaning there of is deemed to include her heirs, successors, executors, representatives, assigns, administrators etc.) of the FIRST PART.

AND

MR. VIKAS NIRMAL JAIN age 33 years & **MR. AKASH NIRMAL KUMAR JAIN** age 31 years, adults, Indian Inhabitants, having present address at,

hereinafter called 'THE PURCHASERS/TRANSFEREES' (which expression shall unless it is repugnant to the context or meaning thereof is deemed to include their heirs, successors, representatives, executors, administrators and assigns) of the SECOND PART:-

Whereas thereafter the present TRANSFEROR has been admitted as member of, AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., and whereas the TRANSFEROR acquired the rights, title and interest in respect of, FLAT NO.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, in AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., having Registration No.TNA/(VSI)/HSG/(TC)/15633/2004/2005 dated 09/06/2004 under Maharashtra Co-operative Societies Act 1960. Whereas **MISS. REHANA ABDUL HUSSAIN GOAWALA** had purchased the said flat by an AGREEMENT FOR SALE Dated 27th NOVEMBER, 2020 vide a DOCUMENT NO.VASAI-3-11935-2020 DATED 27/11/2020 from **MR. RAVI VINCENT D' SOUZA** through his Power of Attorney Holder **MR. ALBERT LAWRENCE D'SOUZA..**

Whereas **MR. RAVI VINCENT D' SOUZA** through his Power of Attorney Holder **MR. ALBERT LAWRENCE D'SOUZA** had purchased the said flat by an AGREEMENT FOR SALE Dated 27th MAY, 2008 vide a DOCUMENT NO.VASAI-3-5882-2008 DATED 27/05/2008 from **MR. SHANKAR L. LAKHANI & MRS. KHUSBHU S. LAKHANI.**

Whereas **MR. SHANKAR L. LAKHANI & MRS. KHUSBHU S. LAKHANI.** had purchased the said flat by an AGREEMENT FOR SALE Dated 15th NOVEMBER, 2006 vide a DOCUMENT NO.VASAI-3-9763-2006 DATED 15/11/2006 from **M/S. SHIV SHKTI SILK MILLS PVT.LTD.,** through the director of **MR. SHANKAR L. LAKHANI.**

But due to clerical of typographical error in the wording of the above referred Agreement dated 15/11/2006, wherein the name of the company firm in said agreement was worded as **SHIVSHALI SILK MILLS PVT.LTD.,** it was miss-spelt "**SHIVSHALI SILK MILLS PVT.LTD.,**" instead of correct name **M/S. SHIV SHKTI SILK MILLS PVT.LTD.,** The same had been rectified through the Deed of Rectification dated 09/02/2007, duly registered with sub-Registrar of Assurance Vasai-3 vide its Registration No.1530/2007 dated 09/02/2007.

Whereas **M/S. SHIV SHKTI SILK MILLS PVT.LTD.**, through the director of **MR. SHANKAR L. LAKHANI.** had purchased the said flat by an AGREEMENT FOR SALE Dated 20th APRIL, 2001 vide a DOCUMENT NO.VASAI-2-CH-2754-2001 DATED 20/04/2001 from **M/S. JAY CONSTRUCTION CO.**, therein referred to as 'THE DEVELOPER' of the one part and **M/S. SHIV SHKTI SILK MILLS PVT.LTD.**, through the director of **MR. SHANKAR L. LAKHANI.** therein referred to as 'THE PURCHASER' of the second part,

And whereas the present TRANSFEREES agreed to acquire on what is known as 'OWNERSHIP BASIS' FLAT NO.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, admeasuring 765 SQ. FT. BUILT UP AREA EQUIVALENT 850 SQ. FT. SUPER BUILT UP AREA in the building known as, AKSHAR BHUWAN CO-OP.HSG. SOC.LTD., situated at, SURVEY NO.269 (OLD 206), HISSA NO.3, VILLAGE ACHOLE, TALUKA VASAI, DIST. PALGHAR, hereinafter referred to as the 'SAID FLAT' for brevity's sake.

AND whereas the TRANSFEROR herein has agreed to sell, transfer all the rights, title and interest along with SHARE CERTIFICATE NO.02 of Rs.50/- each BEARING NOS.06 to 10 in member's register FOLIO NO.02 in respect of the said flat to the TRANSFEREES & the TRANSFEREES have agreed to acquire the said flat on 'OWNERSHIP BASIS' AND WHEREAS the Hon. Secretary/ Chairman/ Treasurer / Managing Committee of the Society has agreed to as per the request of THE TRANSFEROR to transfer the FLAT NO.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, in the building known as, AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., in the name of THE TRANSFEREES.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. The TRANSFEROR is the owner and is in exclusive possession of the said Flat bearing No.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, AKSHAR BHUWAN CO-OP.HSG. SOC.LTD., VIJAY VIHAR COMPLEX, EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208, admeasuring 765 SQ. FT. BUILT UP AREA EQUIVALENT 850 SQ. FT. SUPER BUILT UP AREA, VILLAGE ACHOLE, TALUKA VASAI, DIST. PALGHAR and more particularly described in the schedule herein under.

2. The TRANSFEREES have agreed to purchase the said Flat from the TRANSFEROR and the TRANSFEROR has agreed to sell and transfer the said Flat on 'OWNERSHIP BASIS' for the sum of **RS.49,50,000/- (RUPEES FORTY NINE LAKHS FIFTY THOUSAND ONLY)** in Full & Final consideration of their claim to the conditions in the said agreement for sale.
3. The TRANSFEREES have paid to the TRANSFEROR the sum of **RS.1,00,000/- (RUPEES ONE LAKH ONLY)** as being PART PAYMENT on the execution of this agreement. The receipt of payments made is attached herewith as **Annexure "1"**. The TRANSFEREES further agree to pay the BALANCE PAYMENT of **RS.39,50,000/- (RUPEES THIRTY NINE LAKHS FIFTY THOUSAND ONLY)** within ___ days from the date of registration by obtaining loan from Bank or any other financial institution, time for BALANCE PAYMENT shall be essence of this contract.
4. On receiving full price consideration of the said Flat, the TRANSFEROR shall put the TRANSFEREES in the possession of the said Flat and all rights, title of the said Flat shall stand transferred in the name of the TRANSFEREES and the TRANSFEREES shall be entitled to enter upon occupy, possess and enjoy the said Flat with all the amenities including electricity, sanitary, fitting and fixtures to the said Flat given by the Promoters.
5. THE TRANSFEROR HEREBY DECLARE AND STATE AS UNDER:-
 - a] That the said Flat is free from all encumbrances and claims and demands and the same is not subject to any charges, damage, action, mortgage, lease, lien, lis pendens, inheritance, probate, testamentary or any other matters and there is no statutory, commercial or personal liability in any private, public or revenue authority for payment on the said Flat on or before the date of execution of this Agreement and she is entitled and competent to transfer the said Flat and said shares to the TRANSFEREES herein.

- b] The TRANSFEROR is in exclusive possession of the said Flat and no other person/s has any right to possession of the said Flat and the said Flat was acquired by her out of her funds.
- c] The TRANSFEROR shall pay all the taxes, society charges, electricity charges and maintenance charges in respect of the said Flat up to the date of handing over the possession of the said Flat to the TRANSFEREES herein.
- d] The TRANSFEROR shall co-operate with the TRANSFEREES in signing all letters, applications, undertaking and forms when required in getting the said Flat transferred in the name of the TRANSFEREES in the record of the society, VASAI-VIRAR CITY MUNICIPAL CORPORATION and M.S.E.D.CO. LTD.
- e] The TRANSFEROR declare and confirm that there is no litigation or other proceedings pending in respect of the said Flat and there is no attachment levied before and/or after judgement by any Court of Law in respect of the said Flat nor has any competent authority issued any order prohibiting the sale, transfer or assignment of the said Flat or the benefits of the agreement for acquiring the same.
- f] The TRANSFEROR neither has committed any breach nor has she been guilty of any breach or non-compliance with any of the terms and conditions of this agreement and that the said agreement is valid and subsisting at law till the date of the execution of these presents.
6. The TRANSFEROR hereby indemnify and keep indemnified the TRANSFEREES against all costs, claims, charges, damages, actions, attachments, mortgages, lease, lien, lis pendens, claim, inheritance, probate, testamentary or any other matters raised or action initiated by the government or public body, central or state or any income tax authorities or any other tribunal in respect of the said Flat and undertake to make loss of which the TRANSFEREES may suffer by virtue of any litigation, attachment, orders, injunction, receiver, liquidation etc. on account of purchase of said Flat from the TRANSFEROR.

7. The TRANSFEROR further agree that she or any other person/s claiming through her shall from the date of this agreement, at all times thereafter, whenever called upon by the TRANSFEREES, to do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for more perfectly securing the interest of the TRANSFEREES in the said Flat.

8. THE TRANSFEREES HEREBY DECLARE/S AND ASSURE/S:
 - a] The TRANSFEREES have inspected/checked all the original documents in respect of the said Flat and are satisfied of the original documents and are ready and willing to purchase the said Flat.

 - b] The TRANSFEREES shall become the members of the society and shall observe and Perform all the terms and conditions contained in the aforesaid agreements for transfer.

 - c] The TRANSFEREES shall abide by the rules and regulations and bye-laws of the Society of which they are being admitted as the members and shall abide by all singular bye-laws, rules and regulations in force of the society and which the society may adopt from time to time.

9. The TRANSFEROR has agreed to sign all the necessary transfer forms and other papers for the transfer of the said Flat in the society record in the names of the TRANSFEREES on receiving the full price consideration amount and shall handover the original title deed i.e. Agreement for Sale, Registration Receipt and the Share Certificate in respect of the said Flat to the TRANSFEREES on the day of execution of this agreement and the TRANSFEREES do hereby Acknowledge for receiving the original documents from the TRANSFEROR.

10. In the event of any differences of opinion or dispute between the parties to the agreement on any matter pertaining to this agreement on the aforesaid transfer, it shall be referred to arbitration by an arbitrator appointed under the Arbitration Act. Such arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
11. The Transfer charges payable to the society in respect of the said flat will be borne by the TRANSFEROR and TRANSFEREES equally i.e. (fifty/fifty).
12. The Stamp Duty and Registration Charges shall be borne and paid by the TRANSFEREES only.
13. The Permanent Account Number (PAN) of THE TRANSFEROR is as follows and a copy annexed herewith.

MISS. REHANA ABDUL HUSSAIN GOAWALA - AONPG4030K

14. The Permanent Account Number (PAN) of THE TRANSFEREES are as follows and a copy annexed herewith.

MR. VIKAS NIRMAL JAIN - ANMPJ8134B

MR. AKASH NIRMAL KUMAR JAIN - ARRPJ8976G

Subject to the clause 3 & 4 above the TRANSFEROR hereby assigns her rights, title and interest in the said Flat to the TRANSFEREES who are entitled to hold possess, occupy and enjoy the said Flat without any interruption from her.

This Agreement shall always be subject to the provision of Maharashtra Co-Op. Societies Act 1960 and the rules made there under.

SCHEDULE OF THE PROPERTY

All that FLAT bearing No.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., registered under No.TNA/(VSI)/HSG/(TC)/15633/2004/2005 dated 09/06/2004 flat admeasuring 765 SQ. FT. BUILT UP AREA EQUIVALENT 850 SQ. FT. SUPER BUILT UP AREA constructed on the land bearing SURVEY NO.269 (Old 206), Hissa No.3, lying, being and situated in the revenue VILLAGE ACHOLE within the jurisdiction of VASAI-VIRAR CITY MUNICIPAL CORPORATION, within the limits of the Sub-Registrar, VASAI-1/2/3/4/5/6, TALUKA VASAI, DIST. PALGHAR. As per **Electricity Bill** issued by Maharashtra State Electricity Distribution Co. Ltd., the building was completed in the year _____ & we have taken 20% Depreciation on the said flat.

IN WITNESS WHEREOF the parties hereto have to set and subscribed their respective hands to these presents on the day and year first hereinabove written.

SIGNED, SEALED & DELIVERED By Within named " the TRANSFEROR "	Thumb Impression	Photograph
MISS. REHANA ABDUL HUSSAIN GOAWALA		

In the presence of

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SIGNED, SEALED & DELIVERED By Within named " the TRANSFEREES "	Thumb Impression	Photograph
MR. VIKAS NIRMAL JAIN MR. AKASH NIRMAL KUMAR JAIN		

In the presence of

.....

Annexure "1"**RECEIPT**

I, **MISS. REHANA ABDUL HUSSAIN GOAWALA** received a sum of **RS.1,00,000/- (RUPEES ONE LAKH ONLY)** as being PART PAYMENT from **MR. VIKAS NIRMAL JAIN & MR. AKASH NIRMAL KUMAR JAIN** PURCHASERS/TRANSFEREES, towards sale of FLAT NO.103, FIRST FLOOR, A' WING, BLDG. NO.C-138, AKSHAR BHUWAN CO-OP.HSG.SOC.LTD., VIJAY VIHAR COMPLEX, EVERSHINE CITY, VASAI ROAD (E), DIST. PALGHAR 401208 by details mentioned below:

Cash/Chq./RTGS/ DD/Ref. No.	Bank/Branch	Date	Amount
TOTAL RS.			1,00,000/-
(RUPEES ONE LAKH ONLY)			

(Subject to Realization of above mentioned Cheque/s)

I SAY RECEIVED,

MISS. REHANA ABDUL HUSSAIN GOAWALA.

(TRANSFEROR)

DATE :

PLACE : VASAI ROAD (E)

WITNESSES :

1. _____

2. _____