

AGREEMENT FOR SALE

HIS AGREEMENT FOR SALE made and entered into at MUMBAI this 2 day of JULY, 2024; BETWEEN; MR. SHANI KUMAR BHOLANATH JAISWAL, aged 33 years, Indian Inhabitant of Mumbai, residing at Tenement No.9/94, Mahavir Nagar Sanskar Cooperative Housing Society Ltd., Code No.035, Ekta Nagar, M.H.B. Colony, Mahavir Nagar, Kandivali (West), Mumbai- 400 067, hereinafter called "THE VENDOR" of the One Part; AND; MRS. MEERA PAPPU GUPTA, aged 43 years, & MR. PAPPU RAMASARE GUPTA, aged 42 years, Indian Inhabitant of Mumbai, residing at Room No.2, Ganesh Krupa Chawl, Renuka Nagar, Dattamandir Cross Road, Near Chanakya Building, Randivali (West), Mumbai – 400 067, hereinafter called "THE Kandivali (West), Mumbai – 400 067, hereinafter called "THE PURCHASERS" of the Other Part; and reference to the parties hereto shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns;

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WHEREAS the Bombay Housing and Area Development Board, a whereas the Bolling and Area Development regional unit of Maharashtra Housing and Area Development regional unit of manufacture referred to as "the said Board") had a Authority (MITADA) of tenements allotment and sale thereof to individual allottee under its LIG/EWS Housing Scheme. w's

AND WHEREAS the said Board had constructed Chawls consisting several tenements including Tenement No.94 in Chawl No.9, Mahavir Nagar Sanskar Co-operative Housing Society Ltd., Code No.035, M.H.B. Colony, Mahavir Nagar, Kandivali (West), Mumbai- 400 067 (hereinafter referred to as "the said Tenement") on the plot or piece or parcel of land bearing C.T.S.No.128A, Survey No.163 (part) at Village Kandivali, Taluka Borivali, M.S.D. under its Housing Scheme to One MR. DATTATRAYA V. MANIREKAR.

AND WHEREAS the said MR. DATTATRAYA V. MANJREKAR assigned and transferred all his rights, title and interests in respect of the Tenement No.94 in Chawl No.9, Mahavir Nagar Sanskar Co-operative Housing Society Ltd., Code No.035, M.H.B. Colony, Mahavir Nagar, Kandivali (West), Mumbai- 400 067 in favor of MR. SHANI KUMAR BHOLANATH JAISWAL- "THE VENDOR" herein, vide Agreement For Sale dated 31/03/2021 was duly stamped and registered before the Office of Sub Registrar Borivali- 7 M.S.D. under Document No.BRL7-2656-2021 dated 27/04/2021. The MHADA Authorities vide Letter bearing Ref.No.722-2021 dated 25/6/2021 transferred the said flat in the name of MR. SHANI KUMAR BHOLANATH JAISWAL.

AND WHERAS "THE VENDOR" herein became the sole, absolute and exclusive owner, fully seized, possessed of, well and sufficiently entitled to

Tenement No.94 in Chawl No.9 of Mahavir Nagar Sanskar Coperative Housing Society Ltd., Code No.035, M.H.B. Colony, Mahavir Randivali (West), Mumbai - 400067, and holding all relevant papers, documents etc. in support of his title in respect hereof.

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AND WHEREAS "THE VENDOR" is the bonafide member of the MAHAVIR NAGAR SANSKAR CO-OPERATIVE HOUSING SOCIETY LTD., a registered society under the Maharashtra Co-operative Societies Act, 1960 vide Regn.No.MUM/MHADB/HSG/(TC)/12788/2008-09 dated 20.06.2008 (hereinafter referred to as "the said society") and holding 5 (five) fully paid shares of Rs.50/- each bearing dist. Nos. from 156 to 160 (both inclusive) under Share Certificate No.07 issued by the said society.

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AND WHEREAS the VENDOR has agreed to sell, transfer and assign to the PURCHASERS and the PURCHASERS has agreed to purchase from the VENDOR the said Tenement held by him including Funds standing to the credit of the VENDOR's account with the MHADA, the said Society, Adani electricity/Tata Power House, etc. and as incidental thereto sell, transfer and assign all the beneficial right, title and interest of the VENDOR in the said Tenement together with the right of use and occupancy thereof at or for the price of Rs.56,00,000/- (RUPEES FIFTY SIX LAKHS ONLY).

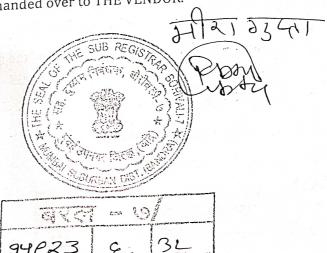
"THE VENDOR" do hereby admits and acknowledges to have received from "THE PURCHASERS" a sum of Rs.30,00,000/-(RUPEES THIRTY LAKHS ONLY) on or before execution of this Agreement for Sale and as per the particulars mentioned in the receipt appearing hereunder, being the part consideration amount for the sale of the said Tenement.

"THE PURCHASERS" agree and undertake to pay directly to the Income Tax Authorities a sum of Rs.56,000/- (RUPEES FIFTY SIX THOUSAND ONLY) towards 1% T.D.S. as applicable and paid challan copy shall be handed over to THE VENDOR.

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"THE PURCHASERS" agree and undertake to pay to "THE VENDO a sum of Rs.25,44,000/- (RUPEES TWENTY FIVE LAKHS A FORTY FOUR THOUSAND ONLY) on or before 30/09/2024 be the balance full and final consideration amount on disbursement Housing Loan and/or from own funds and/or partially as per t convenience of the PURCHASERS against receiving the vacant at peaceful possession of the said Tenement.

AND WHEREAS "THE VENDOR" agrees, undertakes and assures thandover the vacant and peaceful possession of the said Tenement to "THE PURCHASERS" immediately on completion of this sale transaction i.e. against receipt of consideration amount in full and/or on or before 30/09/2024.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- 1. The VENDOR hereby agrees to sell, transfer and assign, and the PURCHASERS hereby agree to purchase and acquire:
 - a. Tenement No.94 in Chawl No.9 admeasuring 25 Sq. Mtrs. Built-Up Area of Mahavir Nagar Sanskar Co-op. Hsg. Soc. Ltd., situated at M. H. B. Colony, Mahavir Nagar, Kandivali (West), Mumbai 400 067.

The said 5 (five) fully paid up Shares of Rs.50/- each.

All deposits standing to the credit of the VENDOR in the records and registers of the MHADA, Adami Electricity, etc. (hereinafter referred as "the said Deposits").

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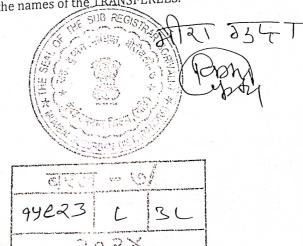
d. All rights, benefits and advantages available to the VENDOR and/or to which the VENDOR is entitled to as the Tenants/Occupants/Owners of the said Tenement in records of M.H.& A.D. Board (hereinafter referred to as "the said rights").

at or for the price of Rs.56,00,000/- (RUPEES FIFTY SIX LAKHS ONLY). That the said consideration is inclusive of the value of the Tenement and is also inclusive of the value of the relevant deposits (if any), with the MHADA and other concerned authorities including deposit with Adani Electricity/Tata Power House etc. (hereinafter collectively referred to as "the said Deposits"). THE PURCHASERS shall also, on completion of THIS TRANSACTION, be entitled to rebates, interest, incomes, profits, that may at any time HEREAFTER, be paid by the MHADA and/or any other concerned respect otherwise (in and authorities TENEMENT/deposits) and the benefit of the legal and beneficial exclusive ownership unconditional, possession and occupation and unrestricted use of the said Tenement and all rights/privileges appurtenant thereto.

2. The VENDOR shall apply to get the TRANSFEREES admitted and enrolled as the members of the said Mahavir Nagar Sanskar Cooperative Housing Society Ltd., and as the owner of the said Flat in the records of the said Society and have also agreed to execute in favour of the TRANSFEREES such documents for enrollment as may be required by the TRANSFEREES for vesting the said Shares in the said Mahavir Nagar Sanskar Co-operative Housing Society Ltd. and the said Flat in the names of the TRANSFEREES.

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- 3. THE VENDOR hereby covenants with THE PURCHASERS q_{\S} follows:
 - the sole absolute is and VENDOR THE i. That owners/occupants/tenants of the said Tenement and no other person(s) has/have any right, title, interest, property. claim or demand of any nature whatsoever unto or upon the said TENEMENT, either by way of sale, charges, lien, gift, trust, lease, easement or otherwise howscever and has good right, full power and absolute authority to sell and transfer the same to THE PURCHASERS.
 - That THE VENDOR has not created any charge or ii. encumbrance of whatsoever nature in respect of the said Tenement and the said Tenement is not subject matter of any litigation nor are the same or any of them attached in execution, any tenancy or leave and licence or any right in favour of anyone in respect of the said Tenement and the same is not attached either before or after judgement at the instance of Income Tax authorities, the Custom Authorities, FEMA authorities, SAFEMA authorities or from the Government of Maharashtra, Local Municipality or any other Government Body or person and there are no outstanding or arrears payable to the Income Tax Authorities and the VENDOR has not given any undertakings to the taxation authorities or any other Government Authorities or any other authorities/ Person(s)/Body/Body Corporate to deal with or dispose of right, title and interest in the said Tenement and that the VENDOR has full and absolute power to deal with the same.

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- iii. That the VENDOR has duly observed and performed the rules, regulations and bye-laws of the Society and also as applicable to MHADA and has paid up-to-date his contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by him in respect of the said TENEMENT. "THE VENDOR" further states and declares that he has not received notice of whatsoever nature from any authority whosoever restraining him from transferring the said Tenement and the said Five Shares.
 - That the VENDOR shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letter, forms, applications, deeds; documents, writings and papers, affidavits, plaints, defenses in legal proceedings if any, for more perfectly securing and assuring and effectually transferring the said Tenement to the use of the PURCHASERS.
 - v. That THE VENDOR shall indemnify and keep indemnified the PURCHASERS in future from and against all actions, claims, demands, costs; charges and expenses, etc. claimed in respect of the period prior to the date of handing over possession of the said TENEMENT.

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- vi. That THE VENDOR has not made or registered (and he shall not hereafter make or register) any lien or nomination or assignment in regard to the said rights (with the said MHADA and otherwise) and that any such liens/nomination/assignments (if found to have been made or registered by him prior to the execution of this agreement) shall, hereafter, be deemed to be null, void, inoperative, canceled and withdrawn.
- 4. The PURCHASERS hereby covenant with the VENDOR that the PURCHASERS shall from the date of possession, regularly pay to the municipal taxes, water, electricity and maintenance and other charges and outgoing payable in respect of the said TENEMENT.
- 5. The VENDOR declares that the said Tenement and rights, title and interest therein is his own property and he has full power and authority to transfer, convey and assign the same in favor of the PURCHASERS herein. The VENDOR further declare that no member either major or minor of his family or any other person or persons have any rights, title and interest in the said Tenement in any manner whatsoever and he is in exclusive use and occupation of the said Tenement and no one else has any right of use and/or occupation of the said Tenement in any manner whatsoever.
- 6. The VENDOR further declares that the VENDOR do not hold the said Tenement as Nominee, "Benami" or in Trust for any person or persons and there is no insolvency or lispendence affecting the said Tenement or any part thereof.



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- 7: The VENDOR shall hand over on completion of present sale transaction to the PURCHASERS all the original documents of title including all Link Agreements, Original Allotment Letter, Original Share Certificate, Stamp duty receipts, Registration receipts etc. in respect of the said TENEMENT.
- 8. The Transfer fees of the said M.H. & A. D. Board for the transfer of the said Tenement in favor of the PURCHASERS shall be borne and paid by the PURCHASERS only. Society Transfer Fees payable if any the same shall be borne paid by both the parties in equal proportion. Stamp Duty and registration charges, if any payable on this Agreement for Sale shall also be borne and paid by "THE PURCHASERS" only. "THE VENDOR" further agrees and undertakes to co-operate in every manner for getting the present Agreement for Sale registered with the concerned Joint Sub-Registrar.
- 9. The VENDOR hereby solemnly agrees that he shall not do any act, deed, thing or matter so as to adversely effect or jeopardize the interest of the PURCHASERS.
- 10. This Agreement shall, to the extent they are statutory, always be subject to the provisions of Regulation 25 of the B.H. & A.D. (Estate Management, Sale, Transfer and Exchange of Flats/rooms)

 Regulations 1981 and rules made thereunder and any other provisions of law applicable thereto.
- 11. In the event of any dispute pertaining to any matter relating to the transaction or any matter arising out of the interpretation of this Agreement, same shall be referred to Sole Arbitrator to be appointed mutually by both the parties hereto and thus, disputes and differences shall be resolved in accordance with the provisions

of Arbitration & Conciliation Act;

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12. This Agreement for Sale shall be deemed to be the Sale Deed up payment of the said entire consideration amount by 'll purchasers's and upon handing over the vacant and peaces physical possession of the said property by THE VENDOR to 'll purchasers.

THE SCHEDULE ABOVE REFERRED TO:

Tenement No.94 admeasuring 25 sq.mtrs. Built up area in Chawl No.9, Mahavir Nagar Sanskar Co-operative Housing Society Ltd., Code No.035, M.H.B. Colony, Mahavir Nagar, Kandivali (West), Mumbai- 400 067 CONSTRUCTED ON All that piece or parcel of land bearing Survey No.163 (Part), C.T.S.No.128A of Village: Kandivali, Taluka: Borivali and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

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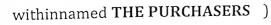
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

SIGNED AND DELIVERED by the)
withinnamed THE VENDOR)
MR. SHANI KUMAR B. JAISWAL P.A.N. : AXNPJ0247Q)
in the presence of)
)





SIGNED AND DELIVERED by the



MRS. MEERA PAPPU GUPTA P.A.N.: BPEPG1817D

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MR. PAPPU RAMASARE GUPTA P.A.N. : AMBPG7020K

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RECEIPT

ACKNOWLEDGES to have received the sum of Rs.30,00,000/- (RUPER) ACKNOWLEDGES to have received the following particulars being the following particulars being the the thirty LAKHS ONLY), as per the following particulars being the the thirty LAKHS ONLY), as per the following particulars being the thirty Lakes of the sale o THIRTY LAKHS ONLY), as per the following the said Tenement No.94 in Chance consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the sale of the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chance Consideration amount for the said Tenement No.94 in Chanc consideration amount for the sale of the Grand Housing Society Ltd., Code No.9, Mahavir Nagar Sanskar Co-operative Housing Society Ltd., Code No.9, Mahavir Nagar, Kandivali (West), Mumbai No.9, Mahavir Nagar Sanskar Co-operation (West), Mumbai No.035, M.H.B. Colony, Mahavir Nagar, Kandivali (West), Mumbai 100, No.035, M.H.B. Colony, Mahavir PURCHASERS" as within mentioned. No.035, M.H.B. Colony, Manayii as within mentioned. 067, from withinnamed "THE PURCHASERS" as within mentioned.

AMOUNT (Rs.)	PAYMENT REF. NO DATED	DRAWN ON
Rs.3,00,000/-	025688 - 26/05/2024	Janta Sahakari Banj
Rs.5,50,000/-	904453 - 28/05/2024	IndusInd Bank
Rs.5,50,000/-	904454 - 29/05/2024	IndusInd Bank
Rs.5,50,000/-	904455 - 30/05/2024	IndusInd Bank
Rs.5,50,000/-	904456 - 31/05/2024	IndusInd Bank
Rs.5,00,000/-	JSBPR52024062906800027 29/6/2024	Janta Sahakari B _{ank}
Pc 20 00 000 /		
Rs.30,00,000/-	TOTAL (RUPEES THIRTY LAKHS	ONLY)

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(MR. SHANI KUMAR BHOLANATH JAISWAL) THE VENDOR

WITNESSES:

Sign. : Argant ss : Kryank Shah Sign. : Sonal 1. Name

Address

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