

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE is made and entered into at Thane
this day of September, 2024.

BETWEEN

M/S. GREAT WHITE GLOBAL PRIVATE LIMITED thro' its Director Mr. Vipul Popatlal Chheda, a company duly registered under the provisions of Indian Companies Act, 2013 having (CIN: U31200MH1994PTC078604) and having its office at- 1301, 13th Floor, Peninsula Business Park, Tower B, G. K. Marg, Off Senapati Bapat Marg, Lower Parel (w), Mumbai- 400013; hereinafter referred to as "**THE TRANSFEROR**" (Which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include its heirs, executors, administrators and permitted assigns or anyone claiming through or under them) **THE PARTY OF FIRST PART.**

AND

1) MR. SAMIR KAUVO ; age - 43 years, having UID no. 9496 4938 5353 & PAN - **AMAPK9261H**; **2) MRS. VIVIEN V FRANCIS** ; age - 42 years, having UID no. _____ & PAN – **AAOPF4306N** R/o – D1-301, Bhoomi Park, Phase 2, Jankalyan Nagar, Malad West Mumbai-400095; hereinafter collectively referred to as "**THE TRANSFEREES**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns or anyone claiming through or under them) **THE PARTY OF SECOND PART.**

A. **WHEREAS** by virtue of article of Agreement for Sale dated 22.09.2023 (Registered with the Sub-Registrar of Thane at Serial no. TNN1-7019/2023 dated 22.09.2023) executed between M/s. Vijay Suraksha Realty LLP, a Partnership Firm having its office at- 205, Marine Chambers, 43, New Marine Lines, Mumbai- 400020 as one

part and M/S. Great White Global Private Limited the TRANSFEROR herein & as other part have purchased all rights, title and interest in ALL THAT Residential Premises bearing **Flat no. 503**, on **5th Floor**, having area admeasuring **112.79 Sq. Meters Carpet** equivalent to **1214.07 Sq. Feet** with exclusive balcony admeasuring area of **13.34 sq. meters** along with 2 Car Parking Spaces bearing nos.F-12 & F-13 on the First level at Stilt in the **Building orion-3** in the phase 2 of complex known as "**Vijay Vilas**" situated at Kavesar, G.B. Road, Thane (w) standing on the plot of land bearing Survey No. 238/1 to 252/3, 4, 254/4, 6, 7, 255/1, 2A, 2B and 2C of Village- Kavesar, Taluka and District Thane, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (hereinafter referred to as "**the said Premises**") more particularly described in the schedule hereunder.

- B. **AND WHEREAS** M/S. GREAT WHITE GLOBAL PRIVATE LIMITED has been put into the actual and physical possession of the said Premises as the absolute and lawful owner thereof. However, the housing society of the purchasers of the premises in the aforesaid building is yet to be formed.
- C. Hence, the TRANSFEROR is seized and possessed of or otherwise entitled to the said Premises and intended to be hereby conveyed transferred, assured and demised to the TRANSFEREES.
- D. The TRANSFEROR decided to sell the said Premises on OWNERSHIP BASIS. On getting knowledge of the same the TRANSFEREES approached the TRANSFEROR whereupon the TRANSFEROR represented to the TRANSFEREES, that:
 - i. The TRANSFEROR is the lawful owner of the said Premises and no other person/s has/have right, title or interest in the said

Premises and is well and sufficiently entitled to deal with and or dispose of the said Premises.

- ii. There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFEROR to the best of his knowledge and belief.
- iii. The TRANSFEROR has paid all the necessary charges of any nature whatsoever in respect of the said Premises and the TRANSFEROR has not received any notice from any statutory body or Developer asking for the payment of any nature whatsoever in respect of the said Premises.
- iv. The TRANSFEROR has not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and has not created any tenancy, leave and license or any other rights of the like nature in the said Premises and has not dealt with or disposed of the said Premises in any manner whatsoever.
- v. The TRANSFEROR has good and clear title, free from all encumbrances of any nature whatsoever of the said Premises and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, will, mortgage, trust or otherwise howsoever outstanding against the TRANSFEROR and/or against the said Premises or any part thereof.
- vi. The TRANSFEROR is an investor (or person) within the meaning of Article 5 (g-a) (ii) of schedule I of the Bombay Stamp Act 1928 and the subsequent Purchaser under a subsequent sale shall within a period of the one year from the date of this Agreement be entitled for adjustment of stamp duty if any paid on Agreement. Thus, this deed

shall be levied a stamp duty of Rs. 100/- only, and the consideration amount of the said Premises is inclusive of amount of stamp duty to be levied on this agreement.

- vii. The TRANSFEROR is not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, and Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other statute from disposing of the said Premises or any part thereof in the manner stated in this Agreement.
 - viii. The TRANSFEROR has not done any act, deed, matter, or thing whereby it might be prevented from entering into this Agreement on the various terms and conditions stated herein in favor of the TRANSFEREES and the TRANSFEROR has all the right, title and interest to enter into this Agreement with the TRANSFEREES on the various terms and conditions as stated herein.
- E. Believing the aforesaid representations the TRANSFEREES offered to purchase the said Premises and right, title and interest in and upon the said Premises along with the proportionate common areas and facilities and the benefit of the membership in the proposed society including the shares to be issued by the proposed society in respect of the said Premises, at and for **Lump sum Price/Consideration of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs only)**
- F. After considering the said offer from all the angles and being found the same fair at present market value, the same have been ultimately accepted by the TRANSFEROR and by executing registered Agreement of Sale; the parties hereto have decided to reduce the terms and conditions 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 Recitals, annexure and schedule mentioned in and to this Agreement forms an integral part of this Agreement and in the interpretation of this Agreement.
2. The TRANSFEROR hereby sell, assign and transfer and the TRANSFEREES hereby purchase and acquire the right, title and interest in and upon the said Premises a Residential Premises bearing **Flat no. 503, on 5th Floor**, having area admeasuring **112.79 Sq. Meters Carpet** equivalent to **1214.07 Sq. Feet** with exclusive balcony admeasuring area of **13.34 sq. meters** along with 2 Car Parking Spaces bearing nos.F-12 & F-13 on the First level at Stilt in the **Building orion-3** in the phase 2 of complex known as "**Vijay Vilas**" situated at Kavesar, G.B. Road, Thane (w) standing on the plot of land bearing Survey No. 238/1 to 252/3, 4, 254/4, 6, 7, 255/1, 2A, 2B and 2C of Village- Kavesar, Taluka and District Thane, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane as and for a Lump sum Price of **Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs only)** along with the right, title and interest in and upon the said Premises and also together with the benefit of membership of the proposed society.
3. The TRANSFEREES have already paid **Rs.68,20,000/- (Rupees Sixty Eight Lakhs Twenty Thousand Only)** to the TRANSFEROR in following manner :-
 - a) **Rs. 2,00,000/- (Two Lakhs Only)** paid as a token amount vide a cheque bearing No. _____ dated _____.2024 drawn on _____ Bank, _____ Branch.

b) **Rs.66,20,000/- (Sixty Six Lakhs Twenty Thousand Only)** paid at the time of before registration of these presents vide bearing transaction no..... dated . .2024 through Bank.

The abovementioned payments whereof the TRANSFEROR do hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREES from payment thereof absolutely and forever.

In view of the aforesaid, the TRANSFEREES shall pay the TRANSFEROR the balance consideration of **Rs.1,11,80,000/- (Rupees One Crore Eleven Lakhs Eighty Thousand Only)** as follows:-

i) **Rs.1,80,000/- (In words Rupees One Lakhs Eighty Thousand Only)** to be paid towards TDS within 15 days from the date of registration of these presents. The TRANSFEREES shall handover the TDS certificate to the TRANSFEROR at time of taking possession of the said Premises.

ii) **Rs. 1,10,00,000/- (In words Rupees One Crore Ten Lakhs Only)** to be paid within 30 working days from the date of registration of this Agreement for Sale by getting the loan/financial assistance provided the TRANSFEROR receives the No Objection Certificate from the said Developer and all other necessary documents required by the Bank/ financial institution for getting loan/financial assistance.

4. The parties hereto further agree that, if the TRANSFEREES do not pay the balance consideration of **Rs.1,11,80,000/- (Rupees One Crore Eleven Lakhs Eighty Thousand Only)**; in stipulated time, as mentioned in Clause No.3 hereinabove, the TRANSFEROR shall grant the grace period of 15 days further to the TRANSFEREES to arrange the balance consideration. If the TRANSFEREES are unable to pay the balance consideration even after the grace period of 15 days; in that case the TRANSFEREES shall be liable to pay an interest of 12% p.a. on the balance consideration after the lapse of grace period of 30 days. If after expiry of further grace period of 30 days the TRANSFEREES fails to make the full and final payment then the TRANSFEROR reserve the rights to cancel the agreement and forfeit minimum 50% of earnest money.

On the other hand, even after paying the total consideration as mentioned in Clause No. 3 hereinabove if the TRANSFEROR is unable to handover the actual and peaceful possession of the said Premises to the TRANSFEREES immediately, in that case the TRANSFEROR shall be liable to pay an interest of 12% p.a. on total consideration as a compensation to the TRANSFEREES from the date of receipt of total consideration till the date of handing over the actual possession of the said Premises.

5. On receipt and subject to realization of the full and final consideration of the said Premises, the actual, physical, legal, vacant, and peaceful possession of the said Premises shall be immediately handover from TRANSFEROR to the TRANSFEREES.
6. The TRANSFEROR shall provide Developer NOC on bank format for the process of the disbursement for housing loan for the said flat.
7. The transfer charges, if applicable, shall be solely borne by the TRANSFEROR. Any charges, demands, payment dues, or notices

issued by government offices or private offices in connection with the said premises before the date of possession shall be the sole responsibility of the TRANSFEROR.

8. On receipt and subject to realization of total consideration the TRANSFEROR shall have no claim, right, title, interest, demand, or charge of whatsoever nature in or upon the said Premises through himself or through its 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.
9. On receipt and subject to realization of total consideration the TRANSFEROR shall also handover in originals, their registered Agreement for Sale, possession letter etc and other records amounting to the title of the said Premises, for the purpose of TRANSFEREES's record.
10. The TRANSFEREES shall be entitled to get the electricity meter and MGL connection installed in the said Premises transferred to their name and the TRANSFEROR shall, if required, give his fullest co-operation in the regard.
11. The TRANSFEROR hereby declare that, said Premises shall be made free from all encumbrances and liabilities arising towards the maintenance and Municipal/property taxes other charges, etc. and shall be cleared off by him till the date of possession and thereafter the same shall be cleared off by the TRANSFEREES without any reservations whatsoever.
12. The TRANSFEREES agree to abide by the rules, regulations and bye-laws of the proposed Society as and when it comes into force all the times after becoming the member of the society. They shall be responsible for the consequences arising out of their failure to do so.

13. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said Premises along with the benefits annexed thereto; stamp duty amount, the amount paid by the TRANSFEROR towards the maintenance and property tax of 24 months from the date of him getting the possession of the said Premises and any other deposits and payments made by the TRANSFEROR to the developer and all the concerned authorities.
14. The TRANSFEROR hereby agree, assure and declare that there is no suit or litigation pending in any court of law in respect of the said Premises to the best of knowledge and belief of the TRANSFEROR.
15. The TRANSFEREES are bound to get the said Premises legally transferred in their name/favor after observing all the necessary procedures and get all the deeds, documents, applications etc. executed. The TRANSFEROR hereby undertakes to render his fullest co-operation to the TRANSFEREES for effectuating legal, full, and perfect transfer of the said Premises in favor of the TRANSFEREES and further undertakes not to charge any extra consideration and/or charges etc. for the same.
16. Since the consideration of the said Premises is **Rs.1,80,00,000/-** (**Rupees One Crore Eighty Lakhs Only**) as per Income Tax Act the TRANSFEREES has deducted TDS of 1 % on total consideration amount i.e. **Rs.1,80,000/-** (**Rupees One Lakhs Eighty Thousand Only**) and further agrees to issue TDS certificate to that effect in the name of TRANSFEROR.

:: SCHEDULE ABOVE REFERRED TO::

ALL THAT Residential Premises bearing **Flat no. 503**, on **5th Floor**, having area admeasuring **112.79 Sq. Meters Carpet** equivalent to **1214.07 Sq. Feet** with exclusive balcony admeasuring area of **13.34 sq. meters** along with 2 Car Parking Spaces bearing nos.F-12 & F-13 on the First level at Stilt in the **Building orion-3** in the phase 2 of complex known as "**Vijay Vilas**" situated at Kavesar, G.B. Road, Thane (w) standing on the plot of land bearing Survey No. 238/1 to 252/3, 4, 254/4, 6, 7, 255/1, 2A, 2B and 2C of Village-Kavesar, Taluka and District Thane, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

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

L.H. Thumb Impression	Photo	Signature and Name of the TRANSFEROR
		<p align="center"> M/S. GREAT WHITE GLOBAL PRIVATE LIMITED thro' its Director MR. VIPUL POPATLAL CHHEDA </p>

L.H. Thumb Impression	Photo	Signature and Name of the TRANSFEREES
		<p align="center">MR. SAMIR KAUVO</p>
		<p align="center">MRS. VIVIEN V FRANCIS</p>

In Presence Of

1. Sign _____
 Name _____
 Address _____

2. Sign _____
 Name _____
 Address _____

::RECEIPT::

RECEIVED of and from **MR. SAMIR KAUVO - And MRS. VIVIEN V FRANCIS (TRANSFEREES)** a sum of **Rs.68,20,000/- (Rupees Sixty Eight Lakhs Twenty Thousand Only)** as specified below being **the part consideration** against the sale of Residential Premises bearing Flat no. 503, on 5th Floor, the Building orion-3 in the phase 2 of complex known as "Vijay Vilas "situated at Kavesar, G.B. Road, Thane (w)., more particularly mentioned in the Schedule of Agreement for Sale.

: Details of the payment:

Sr no.	Payment Details	Date	Amount In Rs.
1	Cheque no. _____, drawn _____ Bank _____ Branch	_____.2024	Rs.2,00,000/-
2	Transaction no..... Dated . . 2024	. . 2024	Rs._____/-
Total			Rs.68,20,000/-

Place: Thane
Date: . . 2024

I Say Received

WITNESS:-

1)

M/S. GREAT WHITE GLOBAL PRIVATE LIMITED

thro' its Director
MR. VIPUL POPATLAL CHHEDA
"The Transferor"

2)