AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this _9_ day of December, 2024 BETWEEN SHRI PARESH MOOLCHAND MARU, Aged-5-1 --years, PAN CARD NO. AGLPM7845G Indian Inhabitant at residing at Room No. 45, 4th Floor, 'A" Ghaswalla Building, Ghaswalla Estate, Sane Guruji Marg, Tardeo, Mumbai-400034, hereinafter called and referred to as "THE TRANSFEROR" (which expression shall mean and include his heirs, executors, administrations and assigns) of the One Part: AND 1) JAYANTKUMAR SHIVRAJ PUROHIT, Aged years, PAN CARD NO. BDRPP0494A AND 2) SMT.JOSHANADEVI JAYANTKUMAR PUROHIT, Aged 35 years, PAN CARD NO.BXNPP0097B, both are Indian Inhabitant residing at Tiranga B, Housing Society Ltd. 5th Floor, Flat No. 514, 2nd Lane Kamathipura, Shukhlaji Street, Nagpada, Mumbai Central, Mumbai- 400008, hereinafter called and referred to as the "TRANSFEREES" PARTY OF THE SECOND PART " (which expression shall mean and include their heirs, executors and administrations) of the other Part :-

> WHEREAS by the Agreement dated 6th day of May, 2016 and registered on 6-5-2016 entered into BETWEEN SANGHVI REALTY PVT. LTD. and the BETWEEN 1) SHRI MOCLCHAND MARU and 2) SHRI PARESH MARU, herein, the 1) Shri Moolchand Maru and 2) Shri Paresh Maru had as tenant/occupant of the tenant premises

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bearing No. 45, "A" Ghaswala Estate Sane Guruji Marg, Arthur Road,
Tardeo, Mumbai-34, admeasuring 398 sq. ft. equivalent to 37.06 sq.
mtrs. ft. of Carpet area, who in lieu of the same are provided with
permanent alternate accommodation on ownership basis bearing flat
no. 1604, 16th Floor, Aaditya Heights, "B"-Wing, Ghaswala Estate,
Sane Guruji Marg, Tardeo, Mumbai-4000034, admeasuring 527 sq. ft.
of Carpet area free of cost, Codastral Survey No. 336, Tardeo
Division, from the said SANGHVI REALTY PVT. LTD. and had
taken possession thereof and is in used, occupation and possession of
the same.

AND WHEREAS Co-owner of said flat Mr. Moolchand (Mulchand) had expired on 09-03-2021 and even his wife Smt. Bhagwati Mulchand Maru had already expired on 05-01-2011, leaving behind legal heirs namely 1) Mrs. Deepa Jayesh Savla @ Deepa Mulchand Maru 2) Mrs. Anjana Lijesh Gada @ Anjana Mulchand Maru and Paresh Moolchand Maru (Transferor herein)

AND WHEREAS by the Deed of Release dated 20th day of October, 2023, entered into BETWEEN 1) Mrs. Deepa Jayesh Savla @ Deepa Mulchand Maru 2) Mrs. Anjana Lijesh Gada @ Anjana Mulchand Maru, legal heirs of late Moolchand Maru and Mr. Paresh Mulchand Maru under said Release Deed the rights of Moolchand Maru in the said Flat No. 1604 has been transferred by abovementioned legal heirs

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in favour of Paresh Moolchand Maru under Release Deed dated 2010-2023, , vide Document No. 18043/2023, duly Registered on 20-102023 at Sub-Registrar, Registration Department at Mumbai4,
Mumbai, and in view of said Release Deed Transferor i.e. Paresh
Moolchand Maru has become exclusive and absolutely owner of said
flat and is in used, occupation and possession of the same till.

AND WHEREAS the TRANSFEROR the first part has now agreed to assign his rights, title and interest under the said Agreement in respect of the said Flat No. 1604, 16th Floor, Aaditya Heights 'B'-Wing, Ghaswala Estate, Sane Guruji Marg, Tardeo, Mumbai-4000034, admeasuring about 527 sq. ft. of Carpet area (hereinafter called the said Flat). The TRANSFEREES the second part have agreed to acquire the said Flat free from all encumbrances with notice of the said agreement.

AND WHEREAS the Transferor is absolutely seized and possessed of and owner of Flat No. 1604, 16th Floor, Aaditya Heights 'B'-Wing, Ghaswala Estate, Sane Guruji Marg, Tardeo, Mumbai-4000034.

AND WHEREAS the Transferees have approached the Transferor and offered to purchase the said Flat for total consideration of Rs. 1,84,00,000/-/- (Rupees One Crore Eighty four Lacs Only) and

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the Transferor has agreed to sell, transfer and assign to the Transferees the said Flat and all rights, title benefits and interest free from all encumbrances.

AND WHEREAS the TRANSFEROR has agreed to sell the said Flat to the Transferees with and all his rights, title and interest in the said premises "SAID FLAT" and said upon the terms and conditions mentioned hereinafter.

NOW IT IS HEREBY, BY AND BETWEEN THE PARTIES HERETO AGREED AS UNDER:

- 1. That the Transferor is the absolute owner and in possession of the Flat No. 1604, 16th Floor, Aaditya Heights 'B'-Wing, Ghaswala Estate, Sane Guruji Marg, Tardeo, Mumbai-4000034 and the Transferor herein agreed to sell and the Transferees agreed to purchase the said Flat for the total consideration of Rs. 1,84,00,000/-/-(Rupees One Crore Eighty four Lacs Only)
- 2. The Transferees shall pay the 1% TDS amount to the Income Tax

 Department for and on behalf of Transferors on the Market Value of

 Rs. 1,84,00,000/-/- (Rupees One Crore Eighty four Lacs Only) and as

 per rules, the TDS certificate will be issued in favour of Transferor.

 The total TDS amount will be Rs. 1,84,000/- (One Lac Eighty Four

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Thousand only). That after deducting said TDS amount the balance amount of Rs. 1,82,16,000/-/- (One Crore Eighty Two Lacs and Sixteen Thousand only) will be paid by Transferces to the Transferor and out of that the Transferees have paid a sum of Rs. 15,00,000/- (Fifteen Lacs only) by Cheque No. 160079 dated 27-11-2024, Rs. 15,00,000/-(Fifteen Lacs) by cheques no. 60080 dated 20-12-2024 Rs. 5,00,000/- (Five Lacs) by cheques No. 60081 dated 30-11-2024, Rs. 6,50,000/- (Six Lacs Fifty Thousand only) by cheques No.160083 dated 03-12-2024 all are drawn of Axis Bank from the bank account of JAYANTKUMAR SHIVRAJ PUROHIT and also paid a sum of Rs. 6,70,000/-(Six Lacs Seventy Thousand only) by cheque No. 037351 dated 04-12-2024, Rs. 10,00,000/-(Ten Lacs) by cheque No. 037352 dated 10-12-2024, Rs. 5,00,000/-(Five Lacs) by cheque No. 037353 dated 11-12-2024, Rs. 6,90,000/- (Six Lacs Ninety Thousand only) by cheque No. 037354 dated-15-12-2024 and Rs. 6,000/- (Six Thousand only) by cheque No. 037355 dated 06-12-2024 all are drawn on ICICI, from the bank account of Smt. SMT. JOSHANADEVI JAYANTKUMAR PUROHIT. The Transferees has paid Total amount of Rs. 70,16,000/- (Seventy Lacs Sixty Thousand Only) as per details mentioned above. The Transferees have also paid Rs. 1,84,000/-(One Lac Eighty Four Thousand only) as TDS amount and for which the TDS Certificate will be handed over to the Transferor in due course.

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- 3. The Transferees applied for a Housing Loan for balance amount of Rs. 1,12,000,00/- (One Crore Twelve Lacs Only) from Central Bank of India, Charni Road, Mumbai, Branch and said amount shall be paid to Transferor within 15 days from the date of registration of this Agreement by the bank on behalf of Transferees.
 - 4. That it is agreed that Transferees will obtain the said loan for balance amount from the bank and if any reason the loan is not allotted within period of 15 days from the date of execution of this Agreement by Bank or any other Financial Institute then in that even this Agreement will be treated as cancelled and the advance amount of Rs. 72,00,000/- (Seventy Two Lacs Only) including TDS Amount shall be refunded to the Transferees without any interest by the Transferor immediately.
 - Transferor will put the Transferees into full possession of the said flat on receipt of full consideration as mentioned in the aforesaid para and there is nothing due and payable by Transferees to the Transferor for this deal subject to receipt of payment of Rs. 1,12,00,000/- (One Crore Twelve Thousand) on behalf of the Transferees.
 - 6. The Transferor shall sign and execute in favour of the Transferees a transfer form or any other required documents and

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papers in order to get transferred the title of Said flat in favour of

- 7. That it is agreed by and between the parties that in consideration of the agreed amount as described hereinabove received fully by the Transferor from the Transferees as aforesaid the Transferor doth hereby sell, transfer and assign all his rights, title and interest, claims, shares and benefits in the said flat to the Transferees and will sign all necessary documents, letters etc., as required to effect the transfer of ownership rights in respect of the said flat to the Transferees.
 - 8. The TRANSFEROR hereby covenants with the Transferees that he has paid to the builder/society all dues including Municipal dues and outgoings upto the date in respect of the said flat and dues pending uptill the date shall be borne by the TRANSFEROR Thereafter the Transferees shall be fully responsible for all such outgoing and other dues. Hereto annexed the copy of NOC from Builder/ Developer.
 - 9. That the Transferees have undertaken to abide by the General rules and regulations and bye -laws of the building, which are in existence at the time of taking possession of the said Flat.
- 10. That the Transferees will pay all charges of the building i.e. service charges, monthly maintenance, repairing, parking charges,

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electricity bill or any other charges as required from time to time from the date of the possession of the said flat from the TRANSFEROR.

- 11. That the Transferees hereby undertake to pay all the legal charges, stamp duty and registration charges for the transfer of the said flat in their name. In the event of it any arrears, liabilities or other dues whatsoever in nature relating to previous agreements, the same and shall always indemnify by the Transferor.
 - 12. The Transferor hereby declares that he is the full, absolute and beneficial owner and the member of the said building. The Transferor also declares that the said flat is not subject to any charge or any notice from Government, Municipal authority, Income Tax, and attachment before or after Judgment. The Transferor further declares that there is at present no outgoing notice or any order and requisition from the Government or any other Public Body in respect of any acquisition or realization of the said flat.
 - 13 . The Transferor represents to and assure the Transferees and declare and confirm that;
 - i. The Transferor hereby confirms that he will pay his all the dues towards M.T.N.L. or any other Telephone connection in the said Flat and Transferor will

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surrender all Telephone connection in the said Flat

- and produce evidence to the Transferees for same. The Transferor hereby confirm that he will give ii. necessary co-operation or written permission or No objection certificate to transfer existing B.E.S.T. meter in favour of purchaser. iii.
- The Transferor hereby confirm that he will co-operate Transferees all the time whenever required for registration of this agreement for sale with subregistrar.
- iv. The Transferor doth hereby further covenants with the Transferees that the Transferor shall from time to time and at all times call upon the Transferees or his advocate or attorney to do and execute or cause to be done and executed all such acts, deeds and things whatsoever for more perfectly assuring the Said Flat and all rights, title and interest, claim, shares, benefits in the said building unto the Transferees as shall or may be reasonably required.
 - The Transferor hereby declares that he has full and marketable title to the said Flat and there is no other claim, rights, title and interest whatsoever in respect of the said Flat and the Transferor hereby declares and

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- indemnified that title of the said Flat is clear, free from all encumbrances & marketable.
- taken loan from their friends, relatives or any financial institution to purchase the above mentioned Flat and there is no claim, right, title and interest in respect of the "SAID FLAT" any more whatsoever and the Transferor hereby declare and indemnified that title of the said Flat is clear, free from all encumbrances and marketable.
- vii. The Transferor shall obtain and deliver to the Transferees original No Objection Certificate for sale duly signed by the builder / Chairman alongwith all original documents, agreement for sale and title deed, in their possession for transferring to the name of the Transferees, and any other paper and original key of said Flat and Transferor shall co-operate with the Transferees so that Transferees is able to avail loan from any financial institution.
- viii. The Transferor represents to and assure the Transferees and declares and confirms that no other person have any right, title and interest, benefits, claims, or demand of any nature whatsoever into or upon the said flat either by way of sale, exchange,

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maintenance, or otherwise howsoever and that the Transferor held in them self good right, title full said builder to sell transfer convey the said flat in favour of the Transferees in the manner set out herein.

- The Transferor has not created any charge mortgage,
 lien and encumbrances of any nature whatsoever in
 respect of the said Flat nor is the said Flat subject
 matter of any litigation or charge.
- X. The Transferor has not done any act, deed, matter or thing whereby the Transferor is prevented from selling, assuring conveying transferring the said Flat hereby in the manner herein provided to and unto the Transferees.
- xi. The said Flat is not surrendered to or forfeited by the Builder of the said building for any reason whatsoever.
- xii. The Transferor has duly observed and performed all the rules, regulations and bye- laws of the said building upto the date hereof.
- xiii. The Transferor has duly paid the monthly and all other outgoings payable to the said builder and other authorities in respect of the said Flat upto date.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT premises of Flat bearing No. 1604 on 16th Floor, situated at Aaditya Heights 'B'-Wing, Ghaswala Estate, Sane Guruji Marg, Tardeo, Mumbai-4000034, with in the Registration District and Sub-District of Bombay City and Bombay Suburban in Greater Bombay Under Cadastral Survey No. 336, Tardeo Division, Mumbai, The said Flat admeasuring about 527 Sq. Feet Carpet area. The title of the above said flat is clear, marketable & free from all encumbrances.

IN WITHNESS WHEREOF the parties hereto have here into set and subscribed their respective hands and seals on the day and year first here in above written.

SIGNED SEALED AND DELIVERED BY)

The within named TRANSFEROR)

SHRI PARESH MOOLCHAND MARU,)

In the presence of

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2.

SIGNED SEALED AND DELIVERED BY)

The within named TRANSFEREES

1) JAYANT KUMAR SHIVRAJ PUROHIT)

2) SMT.JOSHANADEVI JAYANTI KUMAR PUROHIT

In the presence of

1.

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सिह्न ग्रेणार परता धर्मेंट में -, माक्षा में -, इमारतीचे माथ -, वर्तक में -, 8年 :-35 रीड नं: सिरंगा बी होसिंग संसायटी निमिटेड ५ वा माजना पर्नेट स्थाक्षरी:-में. भार,र री जेन कामाठीपुरा,सुखलाजी स्ट्रीट,नागपाडा.सुंबई . लेकाना महाराष्ट्र, सुरवर्षः पॅन अंबर:BXNPP00978





वरील दस्तरीवज करन देणार तथाकथीत अँगीमेंट दू रोज या दस्त रेवज करन दिल्याचे कबून करतात शिक्का क.3 थी वेळ:09 / 12 / 2024 12 : 48 : 08 PM

ओळख:-

वालील इसम असे निवेदील करतात की ते दरलऐवज कबन देणा-पानां व्यक्तीशः ओळवातात. व त्यांची ओळव परवितात

अन् क. पक्षकाराचे नाव व पत्ता

1 नाव:- भारत घन्र बय:50 पत्ता.काळबादेवी मृबई पिम कोड:400002

उपासरी (उपाय-इ





नाव: उमेर मेमन वय:32 पत्ता काळबादेवी मुंबई पिन कोड:400002

स्वासरी





शिक्का क.4 ची वेळ:09 / 12 / 2024 12 : 49 : 10 PM

सह द्राम निवंधक, म्बई-4

2-13 A	ment Details.							
Sf.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Dem
1	JAYANTKUMAR SHIVRAJ PUROHIT AND OTHER		00040572024120529036	MH011903156202425M	1106000.00	SD	0006744679202425	0-
2		DHC		1224084506084	700	RF	1224084506084D	
3	JAYANTKUMAR SHIVRAJ PUROHIT AND OTHER	eChallan		MH011903156202425M	30000	RF	000674467920242	5