

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Mumbai on this ____th day of **March, 2025**. BETWEEN **MRS. KANCHAN GANPATRAO MANEKAR (PAN: AKZPK3886B)**, aged 56 years, an Indian Inhabitant of Mumbai, residing at 403, Parshwa Kunj, Malviya Road, Vileparle East, Mumbai- 400057. hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof include her heirs, executors, administrators and assigns) of the **ONE PART**.

AND

1).M/S NISHNAI TRAVELS AND TOURS having address at Shop No.24, Discovery Building, Datta Pada Road, Borivali East, Mumbai- 400066 and **2). M/S NISHNAI HOLIDAYS** having address at having address at A/502, 5th Floor, Plot FP2(pt), Samaddhanwadi SRA CHS, Senapati Bapat Marg, Dadar West, Mumbai- 400028. Hereinafter called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS THE TRANSFEROR DOES HEREBY EXPRESSLY REPRESENTS AND DECLARES TO THE TRANSFEREES AS FOLLOWS :

TRANSFEROR hereinabove is in use, occupation, possession and lawful owner of the Shop premises bearing **Shop No. S- 32, admeasuring 28 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District (Hereinafter called and referred to as the said Shop premises).**

a) All the Flat/shop purchasers of building formed a Co-op Housing society limited namely **Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd**, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066. bearing Registration No. **MUM/ WR/ HSG/ TC- 14517/2009-2010 DT 29/07/2009** .hereinafter called "**The Said Society**" and the said TRANSFEROR is one of the

member of the said society entitled in her favour Five(5) shares of Rs.50/- each bearing **Share Certificate No. 34, and Distinctive Shares No.'s from 166 to 170**, (Both inclusive) (Hereinafter referred to as "The said Shares").

- b) That the premises aforesaid the TRANSFEROR is legally entitled to the said shop together with benefits attached to it and that neither the TRANSFEROR herein either personally or through any of her agents/ or constituted attorneys has or had at any time theretofore either created or agreed to create any third party rights or right, title, interests, or claim whatsoever in respect of the said shop.
- c) That the TRANSFEROR is in the exclusive and absolute possession of the said shop with the full lock and key control with the actual custody and dominion over the possession of the said shop with the benefits and that neither the TRANSFEROR had till date hereof at any time either agreed to induct or inducted any third party use, occupation, possession and/or enjoy of the said shop or any part or portion whereof, in any way any manner whatsoever.
- d) That the TRANSFEROR herein have not been disqualified rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there is no dispute filed or pending or disposed off in respect of the said shop or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the TRANSFEROR.
- e) That the manner aforesaid the TRANSFEROR has honestly, bonafidely and in good faith disclosed to the TRANSFEREES, all the materials facts and circumstances in respect of the said shop with and said benefits without making any untrue, incorrect, dishonest, and/or fraudulent and non-bonafide representation (or any misrepresentations to or concealment from the TRANSFEREES in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.
- f) AND WHEREAS upon the strength of the representation and declaration made by the TRANSFEROR to the TRANSFEREES, the parties have negotiated for sale and purchase of the said shop in the said building on the said property with the benefits with all incidental benefits and rights, title, interest, claim, estate,

possession, and property rights in respect thereof at law, equity and otherwise at for price of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)** payable to the TRANSFEROR with vacant and peaceful possession of the said shop with said benefits with legal right to have and call for all relevant deeds, documents, papers, and writings from the TRANSFEROR and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear and marketable title, free from all encumbrances and reasonable doubts.

AND WHEREAS the TRANSFEROR has informed the said society the intention of transfer of the shares and interest of the capital/ property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said shop to the TRANSFEREES.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said shop in the said building on the said property with said shares and benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations, and covenants in that behalf as here after appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The TRANSFEROR hereby declares and confirms that what is recited hereinabove in respect of the said shop and the said shares shall be treated as representations and irrevocable declarations on her part as if the same is reproduced herein in verbatim and form part of this clause. The TRANSFEROR hereby confirm that the TRANSFEREES has agreed to purchase the said shop relying upon the correctness of the declarations and representations made by the TRANSFEROR in her presents.
2. The TRANSFEROR shall sell, transfer, assign and assure and the TRANSFEREES shall purchase and acquire the said **Shop No. S- 32, admeasuring 28 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District** and more particularly described in the schedule herein underwritten free from all encumbrances in

respect thereof at or for the price of **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)** to be paid by the TRANSFEREES to the TRANSFEROR in the following manner.

- a) **Rs.28,80,000/- (Rupees Twenty Eight Lakhs Eighty Thousand Only)**, by way of cheque being the Advance Token/Part payment amount before execution of this agreement in respect of the said Shop premises the receipt whereof the TRANSFEROR hereby admits, acknowledge and confirm at the foot of this agreement.
- b) **Rs.1,20,000/-(Rupees One Lakh Twenty Thousand Only)** being the Tax Deduction at Source @1% to be deposited by the TRANSFEREE as per Section 194IA of the Income Tax Act and the same shall be deemed to be received by the TRANSFEROR and the TRANSFEREE shall deposit the said TDS and shall produce the TDS Challan to the TRANSFEROR before the completion of the transaction.
- c) **Rs.90,00,000 /-(Rupees Ninety Lakhs Only)**, being the balance full and final consideration amount to the TRANSFEROR on or before 60 days from the date of Registration of Agreement for sale in respect of the said shop, by way of Bank Loan/ Self Fund.

In performing their part of the contract both the parties shall be entitled to specific performance of this agreement together with right to claim costs, charges and expenses and losses from the other.

3. It has been expressly agreed by the parties herein, that the time should be essence of the Contract, as far as clause (2c) the payment of above given balance consideration and for handing over vacant and peaceful possession of the said shop to The TRANSFEREE with clear and marketable title free from all encumbrances.
4. It is agreed that the TRANSFEREES herein shall be entitled to receive peaceful vacant possession of the said shop and all other title deeds from the TRANSFEROR on the day of the payment of the balance consideration amount stated in clause (2c) hereinabove.

5. It is agreed that if the TRANSFEREES fail to make the payment of consideration price within the stipulated time aforesaid, the TRANSFEREES shall be liable to pay to the TRANSFEROR the interest at the rate of 18% per annum on the delayed payment and the said interest shall be paid to the TRANSFEROR on or before receiving the vacant and peaceful possession of the said shop by the TRANSFEREES herein.
6. It is agreed that the TRANSFEREES herein shall be entitled to receive peaceful vacant possession of the said Shop premises and all other title deeds from the TRANSFEROR on the day of the payment of the balance consideration amount stated in clause (2c) hereinabove.
7. That in the event of the TRANSFEREES fail to make the payment of the balance Consideration within the stipulated period of 60 days from the date of registration, in such event, the TRANSFEROR shall be entitled to terminate this Agreement. Upon termination of this Agreement as aforesaid, TRANSFEREES shall execute and register a Deed of Cancellation in favour of the TRANSFEROR. The TRANSFEROR shall refund to the TRANSFEREES within a period of 30 (Thirty) days of the execution and registration of the Deed of Cancellation, the part consideration which may have till then been paid by the TRANSFEREES to the TRANSFEROR.
8. If the TRANSFEROR fails to complete the contract as per this agreement and the TRANSFEREES are willing to pay and fulfill their part of agreement then the TRANSFEROR shall abide by the terms herein and shall be bound to complete the contract on their parts.
9. It is agreed between the parties that if there is any delay or default on the part of the TRANSFEROR in performing her part of the contract then the TRANSFEREES shall be entitled to specific performance of this agreement together with right to claim, costs, charges, and expenses and losses from the TRANSFEROR.
10. The TRANSFEROR shall immediately on payment of full and final consideration amount put the TRANSFEREES in vacant possession of the said shop and shall surrender her rights, title and interest in favour of the TRANSFEREES and the TRANSFEREES shall be entitled to quietly enter upon, leave, hold, occupy, possess

and enjoy the said shop together with the fittings, fixtures, and other amenities provided by the Builder/developer and absolutely without any let or sub-let.

11. The TRANSFEROR shall obtain the necessary permission from the said society to transfer all the rights, title, claim, interest and benefits whatsoever enjoyed by the TRANSFEROR including the shares, deposits, if any, in favour of the TRANSFEREES for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the TRANSFEROR in respect of the said shop unto the TRANSFEREES for exclusive use of TRANSFEREES thereof as aforesaid.
12. The TRANSFEROR covenants with the TRANSFEREES that only she is the absolute owner of the said Shop premises hereby agreed to be transferred and sold and no other person or persons has or have any rights, title, interest in property claim or demand of any nature whatsoever in or upon the said shop whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, license, easement or otherwise howsoever and she has good rights, full power and absolute authority to transfer and sell the same to the TRANSFEREES.
13. The TRANSFEROR further states and declares that she has paid the balance outstanding in respect of the said shop and nothing is due and payable by her to the society.
14. The TRANSFEROR further covenants with the TRANSFEREES that she has not created any charge or encumbrances of whatsoever nature on the said Shares or the said shop and the said shop is not subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and she has not created any adverse right whatsoever in favour of any one in respect of the same.
15. The TRANSFEROR hereby undertakes to indemnify and keep indemnified the TRANSFEREES against all claims, demands, proceedings, costs, and expenses in connection with any liability which the TRANSFEREES may have to suffer or incur due to the claim from Govt. authorities, competent authorities (including stamps and Registration) and/or any third party relating to the said shop.

16. The TRANSFEROR shall hand over to the TRANSFEREES all those relevant papers, documents in her possession and control relating to the said shop immediately at the time of pay of full and final consideration amount and shall also sign such other papers, applications, forms, and declaration as may be required by the said TRANSFEREES from time to time for effectual transfer of the said shop in the name of the TRANSFEREES.
17. The TRANSFEROR hereby declares that the said shop is the self-acquired property and that no one else except her has any right, title, and interest in respect of the said shop .On payment of full consideration amount TRANSFEROR shall let the TRANSFEREES to quietly and peacefully possess and occupy and enjoy the said shop without any let, hindrance, denial, demand, interruption or eviction by the TRANSFEROR or any other person lawfully or equitably claiming through, under or in trust for the TRANSFEROR.
18. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra land Revenue Code or under any statute restraining the TRANSFEROR from selling or disposing of the said shop or any part thereof in any manner whatsoever.
19. That the TRANSFEROR has not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said shop.
20. The TRANSFEREES shall lodge the present agreement before the concerned Registrar of Assurances and the TRANSFEROR shall admit her signature on the said agreement before the said authority within the prescribed time limit as per law.
21. That after completion of registration work of Agreement for sale, the TRANSFEROR, neither the TRANSFEROR, their legal heirs, executors, and administrators shall and will have not any right, title, interest, on claim to the said shop.
22. The TRANSFEROR hereby covenants with the TRANSFEREES that she shall pay to the said society all their shares of taxes and outgoings etc. up to execution of

this agreement and henceforth all the maintenance charges shall be borne by the TRANSFEREES.

23. It is specifically agreed by and between the parties that the transfer charges payable to the society in respect of said Shop premises shall be borne by the TRANSFEROR and TRANSFEREES in equal ratio and other charges for registration work and paper work shall be borne by the TRANSFEREES only and all pending registration and stamp duty charges and other out goings if arise in future, relating to earlier period, then the TRANSFEROR are liable to pay the said pending charges/outstanding dues to the concerned authorities.
24. The TRANSFEREES shall become the member of the society and shall abide by all and singular bye-laws, rules, and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said shop to the said society without any default.
25. It is also agreed by and between the Parties that the Stamp duty and the registration charges in respect of the present agreement shall be borne and paid by the TRANSFEREES only.
26. The TRANSFEROR hereby agrees to obtain and produce the N.O.C. of the said society before completion of the registration work and handover the said NOC to the TRANSFEREES at the time of registration of the said Shop premises for transfer of the said shop in the name of TRANSFEREES in their records.
27. The TRANSFEROR shall handover the chain of original Agreements, documents, related to the transaction to the TRANSFEREES at the time of registration of Agreement for sale.
28. That the TRANSFEROR had no objection if the concerned authority of society Transfer the said Share certificate in the name of TRANSFEREES in respect of the said Shop premises.
29. This Agreement shall always be subject to provisions contained in the Maharashtra Co-operative societies Act, 1960 and/or rule 1961.

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

THE FIRST SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

All That a self-contained commercial premises being Shop No. S- 32, admeasuring 28 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066 on plot of land bearing Survey No. 227, Hissa No. 4-A, having corresponding CTS No. 2367 and 2367/1 to 4, in the Registration Sub District of Mumbai city and Mumbai Suburban District.

SIGNED SEALED AND DELIVERED)
By the withinnamed 'TRANSFEROR)
MRS. KANCHAN GANPATRAO MANEKAR)

In the presence of)
1)
2)
SIGNED SEALED AND DELIVERED)
By the withinnamed'TRANSFEREES.)
1)M/S NISHNAI TRAVELS AND TOURS)

Through its partner
a) MR. SANJAY RAGHUNATH TARASE

b) MRS. ANJALI AJAY TARASE
SIGNED SEALED AND DELIVERED)
By the withinnamed'TRANSFEREES.)
2)M/S NISHNAI HOLIDAYS)

Through its proprietor
MR. TUSHAR ANANDA SANAS
In the presence of)
1)
2)

RECEIPT

RECEIVED of and from the TRANSFEREES **1)M/S NISHNAI TRAVELS AND TOURS and 2)M/S NISHNAI HOLIDAYS** a sum of **Rs.28,80,000/- (Rupees Twenty Eight Lakhs Eighty Thousand Only)**, by way of cheque being the Advance Token/part payment in respect of Shop No. S- 32, admeasuring 28 sq.mtrs. carpet area on the ground floor in the building known as "Adinath tower" in the society known as "Shree Adinath Tower H Wing Co-op. Hsg. Soc. Ltd, situated at Veer Savarkar Marg, Near Nancy Colony, Borivali East, Mumbai 400066. The said amount is received by me in the following manners:-

Date	Mode	Amount	Cheque no.	Bank
	TOTAL	28,80,000		

I SAY RECEIVED

Rs.28,80,000

**MRS. KANCHAN GANPATRAO MANEKAR
TRANSFEROR**

WITNESSES:-

- 1)
- 2)