

## **A G R E E M E N T F O R S A L E**

This Agreement for Sale is made and entered into at Mumbai on this \_\_\_ day of MARCH, 2025 BETWEEN **MR. JAYESH PUNJALAL GADA** (Aadhaar: 9034 0270 0864; PAN: AAKPG8933A) age about 55 years, Indian Inhabitant, residing at B/37, The Andheri Shreeramwadi CHSL, J. P. Road, Andheri (W), Mumbai-400053, hereinafter called and referred to as “**the VENDOR/TRANSFEROR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of **ONE PART**.

AND

**1) MRS. PINAL NITESH CHAUHAN** (Aadhaar: 9602 9023 7502; PAN: AHRPC2645R) age about 42 years, **and 2) MR. NITESH JASWANTLAL CHAUHAN** (Aadhaar: 7405 2619 6757; PAN: AHRPC2787L) age about 46 years, both Indian Inhabitant, residing at Room No.4, 50 Patel Bungalow, J.P. Road, Purshottam Building Compound, Andheri (W), Mumbai-400058, hereinafter called and referred to as “**the PURCHASERS/TRANSFEREES**” (which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**.

### **WHEREAS:**

- (a) One **Mr. Kamlashankar Bhagwantiprasad Pande** was the Owner of and in use, occupation and possession of residential Room/Hutment in a Chawl situated on plot of land bearing Survey No.121, CTS No.807 of Village Ambivali, Taluka Andheri, for long period of time which was later on covered under the SRA scheme to carry on development work on the said plot of land and thereby his name was incorporated in Annexure II of SRA authority under Sr. No. \_\_\_ for eligibility of the said room in said Chawl.
- (b) An agreement for granting alternate accommodation of about 225 Sq. Ft. (20.90 Sq. Mts.) carpet area against his original Room was signed and executed on 22/03/1996 by and between **M/s. Parag Enterprises**, a company registered under Companies Act 1956, therein referred to as the “**DEVELOPER**” of **First Part**; and **Mr. Kamlashankar Bhagwantiprasad Pande** therein referred to as “**TENANT/OCCUPANT**” of **Second Part** and accordingly his name was taken on record of Society formed for said purpose.

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- (c) After completion of rehab building, the Developers vide their possession letter on 16/04/1999 allotted and granted possession of a residential Flat No.37 to **Mr. Kamlashankar Bhagwantiprasad Pande**, in B-wing of The Andheri Shreeramwadi Co-operative Housing Society Limited, situated at J.P. Road, Andheri (W), Mumbai-400053 and standing on plot of land bearing CTS No.807 of Village Ambivali, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.
- (d) The name of **Mr. Kamlashankar Bhagwantiprasad Pande** was also enrolled on record of The Andheri Shreeramwadi Co-op Housing Society Limited, Registered under No: BOM/KWH/HSGTO/6325 OF 1992 as the member in respect of Flat No.37 of the said Society and later on 02/12/2001 issued in his name a Share Certificate No.014 for Five fully paid up shares of ₹10/- each, bearing distinctive No.66 to 70, in respect of said Flat thereby making him the absolute owner and solely entitled to right, title and interest in respect of said Flat and share and interest in capital/property of the said Society.
- (e) After duly completing the requisite period of 10 years occupancy as per the SRA rules, and with prior permission from the Society, the said **Mr. Kamlashankar Bhagwantiprasad Pande** sold the said Flat No.37 in the said Society, through his Constituted Attorney, **Mr. Dhiraj Dharamshi Gala**, to the Vendor herein, **Mr. Jayesh Punjalal Gada**, by executing a Sale Deed dated 30/03/2021, duly registered on 26/07/2021 at the office of Joint Sub-Registrar Andheri-7 under Sr. No: BDR-18/9307/2021.
- (f) The Vendor/Transferor also thereafter made the necessary application to the SRA for transfer of said flat to his name and duly made the payment of ₹1,20,000/- as transfer premium/fees upon the order of Asst. Registrar Co-op Societies SRA, and later after scrutiny of all the documents and Receipt No.49115 dated 30/12/2021 of transfer fees paid by the Vendor in his own name, the Asst. Registrar Co-op Societies SRA, was pleased to pass an order on 31/12/2021, vide its letter with outward No. SRA/CO/OW/51151/2021, therein validating and allowing the transfer of title of said Flat No.37 from the name of **Mr. Kamlashankar Bhagwantiprasad Pande** to the name of **Mr. Jayesh Punjalal Gada**, the Vendor herein.
- (g) After the said order of the Asst. Registrar Co-op Societies SRA, the said Society also transferred the said Flat in name of Vendor herein and recorded the transfer at the backside of the said Share certificate on 27/01/2022 by duly endorsing it under Transfer No.66, thereby regularizing his membership with the Society and confirming the Vendor/Transferor as the absolute owner of the said Flat and since then the Vendor/Transferor herein has been in use, occupation and in possession of said Flat as its absolute owner.

(h) Now, the Vendor/Transferor, due to his personal reasons has decided to sell the said Flat and therefore, with prior permission and NOC from the Society and with the preliminary SRA Order acknowledging this Sale under letter Ref. No: SRA/CO/OW/2025/\_\_\_\_\_ dated \_\_/\_\_/2025, has agreed to sell the said Flat and transfer and assign all his right, title and interest in the said flat together with his share and interest in capital/property of said Society to and in favor of the Purchasers/Transferees and the Purchasers/Transferees have agreed to purchase the said Flat for a total Consideration of ₹45,00,000/- (Rupees Forty Five Lac Only) and on terms and conditions contained herein written as under:

**NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:**

1. That the Vendor/Transferor shall sell, transfer and assign and the Purchasers/Transferees shall purchase and acquire the Flat No.37 in B-wing of The Andheri Shreeramwadi Co-op Housing Society Ltd, admeasuring 225 Sq. Ft. (20.90 Sq. Mts.) carpet area, lying, being and situated at J.P. Road, Andheri (W), Mumbai-400053, together with all the rights, title and interest of the Vendor in said Flat as also his shares and interest in capital/property of said Society and said Five shares of the Society with right of ownership and of use and occupation of the said flat for total consideration of **₹45,00,000/- (Rupees Forty Five Lac Only)**.
2. That the Purchasers/Transferees have, already on or before execution of this Agreement paid to the Vendor/Transferor a sum of ₹10,00,000/- (Rupees Ten Lac Only) being advance payment/deposit out of the total consideration money as agreed, the payment and receipt whereof the Vendor/Transferor does hereby admit and acknowledge to have received of and from the same and every part thereof does hereby forever acquit, release and discharge the Purchasers/Transferees.
3. That the balance of the consideration money ₹35,00,000/- (Rupees Thirty Five Lac Only) shall be paid by the Purchasers/Transferees to Vendor/Transferor within a period of **45 days** from the date of execution and registration of this Sale Agreement by and through way of obtaining a housing loan from a Financial Institution/Bank, and only after receiving the full and final consideration money Vendor/Transferor shall put the Purchasers/Transferees in vacant physical possession of the said Flat.
4. That the Vendor/Transferor undertakes to hand over the vacant physical possession of the said Flat to the Purchasers/Transferees after registration of this Agreement as agreed and immediately after receipt of the balance consideration money.

5. The Vendor/Transferor does hereby covenant with the Purchasers/Transferees that the Vendor/Transferor has paid full consideration and other dues of the said Flat as also all outgoings in respect thereof up to date and that if any of such amount or amounts or any part thereof is found lawfully due and/or is in fact recovered from the Purchasers/Transferees then the same shall be reimbursed by the Vendor/Transferor to the Purchasers/Transferees and the Vendor/Transferor does hereby agree and undertake to indemnify and keep the Purchasers/Transferees indemnified for the amount as paid and all expenses lawfully incurred by the Purchasers/Transferees in respect thereof.
6. The Vendor/Transferor does hereby further covenant with the Purchasers that after putting the Purchasers/Transferees in vacant, physical possession of the said Flat the Purchasers/Transferees shall quietly and peacefully possess and occupy and enjoy the said flat/premises as its owner without any let, hindrance, denial, demand, interruption or eviction from Vendor/Transferor or any other person/s lawfully or equitably claiming through, under or in trust for the Vendor/Transferor.
7. The Purchasers/Transferees do hereby covenant with the Vendor/Transferor that the Purchasers/Transferees shall pay all the outgoings, taxes and maintenance charges in respect of the said Flat premises from the date of handing over possession of the said premises and shall abide by the Byelaws, Rules and Regulations of the said Society, SRA and other concern authorities.
8. The Vendor/Transferor does hereby covenant with Purchasers/Transferees that the Vendor/Transferor shall from time to time and at all times hereinafter whenever called upon by the Purchasers/Transferees his/her advocate or attorney, do and execute or cause to be done or executed all such acts, deeds and things whatsoever for more perfectly securing the interest of the Purchasers/Transferees in the said Flat premises and on the record of SRA or on the record of any other Government authority in respect the said Flat premises, that may be reasonably required, but at the cost of the Purchasers/Transferees.
9. The Vendor/Transferor does hereby further declare that the Vendor/Transferor has full right and absolute authority to enter into this Deed and that the Vendor/Transferor has not done or performed any act, deed, matter or thing whatsoever whereby the Vendor/Transferor may be prevented from entering into this Sale Agreement and/or transferring said premises as purported to be done hereby or whereby the Purchasers/Transferees hereof may be obstructed, prevented or hindered in enjoying the rights conferred or transferred hereby in the favor of the Purchasers/Transferees or whereby the quiet and peaceful enjoyment or possession of the Purchasers/Transferees in respect of said premises may be disturbed.

10. The Vendor/Transferor does hereby declare that the Vendor/Transferor has not, on or before the date mortgaged, transferred, assigned, leased or in any manner whatsoever encumbered or alienated his/her right, title, interest in or possession of the said premises to any other person, nor shall the Vendor/Transferor do so in future.
11. The Purchasers/Transferees agree to become the member of the Society and sign such papers and documents as may be necessary for being admitted as "MEMBER" of said the Society and transfer of said Share in the name of Purchasers/Transferees and to abide by rules and regulations of said Society.
12. The Vendor/Transferor shall obtain necessary sanctions of the said Society and SRA for the transfer of the said Flat and the shares of the said Society to and in the name of the Purchasers/Transferees and also undertake to handover all the original documents of the said flat along with signed papers, letters etc. to effectuate the necessary transfer of the membership of the said Society to and in the name of Purchasers/Transferees.
13. That on receipt of full and final consideration money by Vendor/Transferor this Agreement for Sale shall be treated as Deed of Sale and no fresh Sale Deed is required to be signed, executed and registered. That the applicable transfer premium payable to SRA shall be paid to record the transfer and the same shall be borne and paid by Purchasers/Transferees alone.
14. All out of pocket expenses of and incidental to this Agreement including the Stamp Duty and Registration Charges shall be borne and paid by the Purchasers/Transferees alone. The transfer fee/Premium payable to the said Society shall also be borne and paid by the Purchasers/Transferees equally.

**SCHEDULE ABOVE REFERRED TO**

Residential Flat No.37 admeasuring 225 Sq. Ft. (20.90 Sq. Mts.) carpet area on the Third Floor of a building named/numbered as B-wing having Ground +7 storey structures with lift belonging to The Andheri Shreeramwadi Co-operative Housing Society Limited registered under No: BOM/KWH/HSGTO/6325 of 1992 having address at J.P. Road, Andheri (W), Mumbai-400053 together with Five fully paid up shares of Rupees Ten each bearing distinctive No.66 to 70 (both inclusive) under the Share Certificate No.014 of the Society standing on the plot of land bearing CTS No.807 of Village Ambivali, Taluka Andheri in the Registration District and Sub-district of Mumbai City and Mumbai Suburban.

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

SIGNED SEALED AND DELIVERED

By the within named Vendor/Transferor

**MR. JAYESH PUNJALAL GADA**

(Aadhaar: 9034 0270 0864)

(PAN: AAKPG8933A)

In the presence of .....

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2.

SIGNED SEALED AND DELIVERED

By the within named Purchasers/Transferees

**1) MRS. PINAL NITESH CHAUHAN**

(Aadhaar: 9602 9023 7502)

(PAN: AHRPC2645R)

**2) MR. NITESH JASWANTLAL CHAUHAN**

(Aadhaar: 7405 2619 6757)

(PAN: AHRPC2787L)

In the presence of.....

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**R E C E I P T**

Acknowledges to have Received of and from the within named Purchasers/Transferees **MRS. PINAL NITESH CHAUHAN** and **MR. NITESH JASWANTLAL CHAUHAN** a sum of **₹10,00,000/- (Rupees Ten Lac Only)** being the advance and partial payment out of the total consideration amount for the said Flat as per the terms and conditions of this Sale Agreement as under:

<b>Date</b>	<b>Mode of Payment</b>	<b>Bank Name, Branch; Transaction Details</b>	<b>Amount in Rupees</b>
___/___/2025		_____ Bank, _____ Branch	___,00,000/-
<b>Total Amount:</b>			<b>₹10,00,000/-</b>

I say received ₹10,00,000/-

**MR. JAYESH PUNJALAL GADA**  
(Vendor/Transferor)

Witnesses:

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# **A G R E E M E N T F O R S A L E**

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Dated \_\_\_\_ day of MARCH, 2025

**B E T W E E N**

**MR. JAYESH PUNJALAL GADA**

Vendor/Transferor

**A N D**

**1) MRS. PINAL NITESH CHAUHAN**

**2) MR. NITESH JASWANTLAL CHAUHAN**

Purchasers/Transferees

**Property Details:**

Flat No.37, B-wing,  
The Andheri Shreeramwadi CHSL,  
J.P. Road, Andheri (W),  
Mumbai-400053