

: AGREEMENT FOR SALE :

THIS AGREEMENT FOR SALE is made and entered into at MUMBAI, on this ____ day of **SEPTEMBER, 2026** :**BETWEEN: MR. JENTI MITHALAL DHARIA**, aged 54 years, (PAN NO. AROPD3665R & AADHAR CARD NO.2274 2903 6540), Indian Inhabitant of Mumbai, residing Flat No.1411, 14th Floor, Building No.A/4, Mahalaxmi Heights Co-Operative Housing Society Ltd., Sant Veer Meghmaya Marg, A-4, Opp. Race Course, Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, hereinafter called as “**THE TRANSFEROR**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART;

:AND:

MRS. MANISHA MOHAN WAGH, aged 39 years, (PAN NO. ACHPW5363P & AADHAR CARD NO.4800 5357 4109) & **MR. MOHAN DUDHA WAGH**, aged 40 years, (PAN NO. ABJPW4090L & AADHAR CARD NO.7737 3753 8401), Indian Inhabitants of Mumbai, residing at Room No.15/5, MGM Hospital Quarters, Dr. S.S. Rao Road, Opp. Ashok Tower, Powai, Mumbai 400 012, hereinafter called as “**THE TRANSFEREES**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

:WHEREAS:

1. The Society **TULSIWADI NAVNIRMAN (SRA) CHSL** allotted to **MR. MITHALAL JAYSINGH DHARIA (since deceased)**, bearing Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **TULSIWADI NAVNIRMAN (SRA) CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, together with all rights, title, shares, interest, benefits etc., on the terms and conditions and for the consideration mentioned therein.
2. Said **MR. MITHALAL JAYSINGH DHARIA** expired on 19/09/2009 and the Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **TULSIWADI NAVNIRMAN (SRA) CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034 was transferred in the name of his wife **SMT. JEEVIBAI MITHALAL DHARIA (since deceased)**.
3. **M/S. JOYOUS HOUSING LIMITED** has handed over possession on 01/03/2016 to **SMT. JEEVIBAI MITHALAL DHARIA (since deceased)**, bearing Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034 in lieu of her Old Room No.DMJ/33/4, together with all rights, title, shares, interest, benefits etc., on the terms and conditions and for the consideration mentioned therein.
4. Said **SMT. JEEVIBAI MITHALAL DHARIA** expired on 25/09/2024, leaving behind her, her pre deceased husband **MR. MITHALAL JAYSINGH DHARAI** who expired on 19/09/2009, and his children **MR. JIVRAJ MITHALAL DHARIYA, MRS. MEENA ASHISH BHOJPURIA, MRS. MAYURI VIJAY KOLI & MR. JENTI MITHALAL DHARIA**, as his only legal heirs and successors in respect of his 100% undivided rights in the Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034.

5. By a Release Deed dated 8th SEPTEMBER, 2026 made and entered into :BETWEEN: **MR. JIVRAJ MITHALAL DHARIYA, MRS. MEENA ASHISH BHOJPURIA & MRS. MAYURI VIJAY KOLI**, therein referred to as “THE RELEASOR” of the FIRST PART; :AND: **MR. JENTI MITHALAL DHARIA**, therein referred to as “THE RELEASEE” of the SECOND PART; : **MR. JIVRAJ MITHALAL DHARIYA, MRS. MEENA ASHISH BHOJPURIA & MRS. MAYURI VIJAY KOLI** released all their 100% undivided ancestral rights in respect of Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034 in favour of **MR. JENTI MITHALAL DHARIA**, together with all rights, title, interest, benefits etc., on the terms and conditions mentioned therein.

That the above said Release Deed dated **8th SEPTEMBER, 2026** was registered with the Sub-Registrar of Assurances Mumbai No.3 under document Serial No.MBI3-18666/2026 dated 08/09/2026.

6. After demise of **SMT. JEEVIBAI MITHALAL DHARIA** the society **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, has directly given Allotment-Cum-Possession Letter dated 18/08/2026 by handed over possession to **MR. JENTI MITHALAL DHARIA**, “**THE TRANSFEROR**” herein, bearing Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, together with all rights, title, shares, interest, benefits etc., on the terms and conditions and for the consideration mentioned therein.
7. By virtue of above **MR. JENTI MITHALAL DHARIA**, “**THE TRANSFEROR**” herein, became the sole, absolute and exclusive owner, fully seized, possessed of and well and sufficiently entitled to a Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, what is called “ON OWNERSHIP BASIS” (which is referred to as “THE SAID FLAT”).
8. “**THE TRANSFEROR**” is the bonafide registered member of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, a society formed and registered under the provision of Maharashtra Co-operative Societies Act, 1960 vide Registration No. MUM/WD/HSG/(TC)/9545/2017-18 Dt. 27.02.18, hereinafter referred to as “THE SAID SOCIETY”) and by virtue of membership of the said society “**THE TRANSFEROR**” is holding ten fully paid up shares of Rs.50/- each bearing distinctive Nos. from **1861** to **1870** (both inclusive) issued under Share Certificate No.**187** issued by the said society dated 18th August, 2026, (hereinafter referred to as “THE SAID SHARES”).

9. "THE TRANSFEROR" declares that his membership in the said society is valid and subsisting and not terminated by the said society and he has not received any notice of expulsion from the membership of the said society or any other notice restraining him from transferring the said Flat.
10. "THE TRANSFEROR" further declares that his title over the said Flat is clear, marketable and free from all encumbrances.
11. "THE TRANSFEROR" has agreed to sell to "THE TRANSFEREES" and "THE TRANSFEREES" have agreed to purchase from "THE TRANSFEROR" the said Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, together with all rights, title, interest, benefits, sinking fund amount, electricity and gas deposits, etc., on the following terms and conditions mutually agreed upon by and between the parties hereto.

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

1. "THE TRANSFEROR" has agreed to sell, transfer and assign to "THE TRANSFEREES" and "THE TRANSFEREES" have agreed to purchase and acquire the said Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, together with all the rights, title, interest, benefits, sinking fund amount, electricity and gas deposits, etc., at the lump sum price or consideration of **Rs.75,00,000/- (RUPEES SEVENTY FIVE LAKHS ONLY)**.
2. Both the parties hereby agree that "THE TRANSFEREES" will deduct Income Tax at Source @ 1% of the full consideration i.e. Rs.75,000/- from the total Consideration as provided under Section 194-IA of the Income Tax Act, 2025 and deposit the same in the Government treasury as mentioned hereinabove. "THE TRANSFEREES" further undertake to issue TDS Certificate to "THE TRANSFEROR" within 30 days from the date of registration of this Agreement.

3. "THE TRANSFEROR" hereby admits and acknowledges to have received from "THE TRANSFEREES" a sum of **Rs.24,25,000/- (RUPEES TWENTY FOUR LAKHS TWENTY FIVE THOUSAND ONLY)** on or before the execution of this Agreement being the part consideration amount for the sale of the said Flat.
4. "THE TRANSFEREES" hereby agree and undertake to pay to "THE TRANSFEROR" a sum of **Rs.50,00,000/- (RUPEES FIFTY LAKHS ONLY)** within 60 days from the date of registration of this Agreement, as and by way of Housing Loan Disbursement or any other alternate ways, being the balance full and final consideration amount for the sale of the said Flat.
5. "THE TRANSFEROR" agrees and undertakes handover to "THE TRANSFEREES" the vacant and peaceful possession of the said Flat against receiving the consideration amount in full.
6. "THE TRANSFEROR" hereby declare that he has in no way created any charge, claim or lien on the said Flat and that the said Flat hereby agreed to be sold is free from all claims, charges, lien, mortgage and encumbrances Should there be any claim from any person or persons, Government, Semi-Government authorities against the said Flat "THE TRANSFEROR" do hereby agrees and undertakes to indemnify "THE TRANSFEREES" against such claim.
7. "THE TRANSFEREES" are entitled to become the members of the said society and also agrees to abide by the rules, regulations and byelaws of the said society.
8. "THE TRANSFEROR" agrees and undertakes to sign and execute all acts and deeds in favour of "THE TRANSFEREES" and/or in favour of the society and/or in favour of other Government/Semi-Government authorities for the effective transfer of the said Flat and all incidentals thereof in the names of "THE TRANSFEREES".
9. "THE TRANSFEROR" agrees and undertakes to co-operate for getting the said Flat transferred in the records of the said society in the names of "THE TRANSFEREES" and get "THE TRANSFEREES" admitted as the members of the said society in place of "THE TRANSFEROR" and such transfer charges payable to the said society on account of transfer of names will be borne and paid by both the parties in equal proportion.
10. "THE TRANSFEROR" has agreed to pay the society's dues, arrears and outgoings like but not limited to maintenance, Municipal taxes, electricity charges, dues, repair fund etc., pertaining to the said Flat till the date of possession of the said Flat and thereafter such charge will be paid by "THE TRANSFEREES" only and both the parties keep indemnified each other in this respect.

11. "THE TRANSFEROR" shall sign all the required documents for handover of all the original documents, Share Certificate and other documents pertaining to the said Flat as and when demanded by the bank of "THE TRANSFEREES".
12. "THE TRANSFEROR" hereby declares that there is no prohibitory order by any Government and/or local authority or injunction by any court restraining him from handing over and/or transferring the said Flat. "THE TRANSFEROR" further declares that no attachment has been levied on the said Flat and further agree to keep "THE TRANSFEREES" indemnified against any loss suffered by him on account of any liability of whatsoever nature if found in future for the period prior to handing over possession to "THE TRANSFEREES".
13. Notwithstanding any act, deed, matter or thing whatsoever made, done, committed or omitted or knowingly or willingly suffered to the contrary by him, "THE TRANSFEROR" or by any person lawfully or equitably claiming or to claim by, from, through, under or in trust for him, "THE TRANSFEROR" now has in himself good right, full power and absolute authority to grant, sell, transfers, conveys, assures and assigns the said Flat to "THE TRANSFEREES" and handover quiet, vacant and peaceful possession thereof to "THE TRANSFEREES" in pursuance hereof as owner.
14. "THE TRANSFEROR" has represented to "THE TRANSFEREES" that:
 - a. He is exclusively entitled to the said Flat and are competent and entitled to sell, transfer and assign the same to "THE TRANSFEREES" as provided herein without having to obtain the consent concurrence or permission of any other person.
 - b. His right in the said Flat is perfectly valid and subsisting and the same has not been terminated or cancelled by the society or any other person/s competent to do so;
 - c. He has not entered into any Agreement or arrangement whatsoever with any other person/s for any purpose including for sale etc. in respect of the said Flat thereof except with "THE TRANSFEREES" herein.
 - d. Her right and authority to grant, sell and transfer the said Flat in favour of "THE TRANSFEREES" are absolutely clear and marketable and free from all encumbrances, claims and reasonable doubt:

- e. There are no proceedings pending in any court or other forum or before any authority in respect of or concerning the said Flat and/or his right, title and interest thereto and therein.
 - f. Neither Income Tax nor any other public authority has issued any order restraining him from selling or disposing off the said Flat and there are no attachment or other prohibitory order issued by any competent court or authority preventing or restraining him from selling, disposing off or transferring the possession of the said Flat as contemplated hereunder;
 - g. He has not charged, mortgaged or encumbered the said property in any manner whatsoever or offered the same as security for payment of any money or for performance or any obligation and as on date the said Flat is totally unencumbered;
 - h. He has not received any claim or demand whatsoever from any other person on the footing of his being entitled to or having any claim or demand over the said Flat.
 - i. There is no dispute between him and the said society or any other person/s in any matter concerning the holding and enjoyment of the said Flat or the payment of dues on account thereof.
 - j. He has paid all the dues on account of or in respect of the said Flat for the period upto the date hereof and in any event if any amount is found due and outstanding for the period upto the date hereof "THE TRANSFEROR" will pay the same.
15. "THE TRANSFEREES" shall pay the necessary Stamp Duty as leviable by the concerned Government authority on this Agreement and shall also lodge this Agreement for Registration and shall pay the Registration fees and "THE TRANSFEROR" agrees to co-operate with "THE TRANSFEREES" for completing the registration formalities.

16. Both the parties agree and confirm that the recitals appearing hereinabove form integral part of this Agreement as if the same are set out in the body of the Agreement and both the parties hereto deem to have recorded, repeated and confirm the recitals appearing hereinabove.
17. Both the parties hereto declare and confirm that they have understood the contents of this Agreement fully in their vernacular language and/or in English Language and they are fully aware about the legal status of the Property and it shall be binding upon them and their legal heirs.

: PROPERTY SCHEDULE :

Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.,** situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, constructed on all that piece and parcel of land bearing C.T.S. No.**397 AND 413(PT),** of Village: **Tardeo Division,** within the registration District and Sub-District of Mumbai City and Mumbai Suburban.

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

SIGNED, SEALED AND DELIVERED)
By the withinnamed “THE TRANSFEROR”)
MR. JENTI MITHALAL DHARIA)
In the presence of)
.....)

SIGNED, SEALED AND DELIVERED)
By the withinnamed “THE TRANSFEREES”)
MRS. MANISHA MOHAN WAGH)
MR. MOHAN DUDHA WAGH)
In the presence of)
.....)

RECEIPT:

RECEIVED with thanks from **MRS. MANISHA MOHAN WAGH & MR. MOHAN DUDHA WAGH**, a sum of **Rs.24,25,000/- (RUPEES TWENTY FOUR LAKHS TWENTY FIVE THOUSAND ONLY)** on or before execution of this Agreement being the part consideration amount for sale of the said Flat No.1411 admeasuring **269 sq. ft. Carpet area** on 14th Floor in the Building No.A-4 of **MAHALAXMI HEIGHTS CO-OP. HSG. SOC. LTD.**, situated at Sant Veer Meghmaya Marg, A-4, Opp. Race Course Gate No.4, Tulsiwadi, Mahalaxmi (West), Mumbai 400 034, as within mentioned.

AMOUNT	CHEQUE/UTR NO.	DATE	DRAWN ON
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Rs.24,25,000/- :TOTAL: (RUPEES TWENTY FOUR LAKHS TWENTY FIVE THOUSAND ONLY)
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I SAY RECEIVED

(MR. JENTI MITHALAL DHARIA)
THE TRANSFEROR

WITNESSES:

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