

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at Mumbai, this ____ day of July 2026 **BETWEEN Mr. ASHISH KUMAR AGARWAL** , AGED ABOUT 50 YEARS (PAN CARD No. ACUPA7266Q) (AADHAR CARD No. _____) **AND Mrs. MANISHA AGARWAL** , AGED ABOUT 47 YEARS (PAN CARD No. ADPPA7755C) (AADHAR CARD No. _____) , RESIDING AT FLAT No. 213, B WING, SHETH HEIGHTS CHSL, R C MARG, BEHIND ASHISH THEATER , CHEMBUR, MUMBAI-400074, hereinafter referred to as the “**VENDORS/ ASSIGNORS**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART**

AND Mr. Sumit Devnath Gupta S/o Devnath Gupta, age 36 years, (PAN Card No BAPPG1474C) (Aadhar Card No. 7972 1598 4013) an adult Indian Inhabitant residing at Bharat Nagar HP Colony, Vashinaka, Chembur, Mumbai-400074 and **Mr. Devnath S/o Ramprasad** age 62 years, (PAN Card No LBUPD4988C) (Aadhar Card No. 7436 9074 6624) and **Mrs. Nohra W/O Devnath Ramprasad** age 66 years, (PAN Card No CDPPN4064F) (Aadhar Card No. 5602 3615 1918) both adults Indians Inhabitants residing Rainpur , Uttar Pradesh-276402 hereinafter called the “**PURCHASERS / ASSIGNEES**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his respective heirs, executors, administrators and assigns) of the **OTHER PART**.

W H E R E A S:

- (i) By virtue of an Agreement for Sale dated 15/12/2023, executed between **Joynest Premises Private Limited** (therein referred to as the “**Promoters**”) , and **Mr. AMIT GANESH GAWDE, AND Mrs. UJWALA AMIT GAWDE** the **Promoters** agreed to sell and the **Mr. ASHISH KUMAR AGARWAL AND Mrs. MANISHA AGARWAL** agreed to purchase Flat No. 702, admeasuring 68.13 sq. ft rera

carpet on 7th Floor, in the Building Known as Hubtown Seasons Adonis situated Opp. Jain Mandir, R C Marg, Chembur, Mumbai-400071 , along with one mechanical car parking space (hereinafter referred to as the “said Flat”) in the Registration District and Sub-District of Mumbai, bearing C. T. S. Nos. 469A of Village: Chembur, Taluka: Kurla and more particularly described in the Schedule hereunder at or for the price and on the terms and conditions therein contained together with permanent and absolute right of use and occupation of the said Flat. The said Agreement for Sale is duly registered in the Office of the Joint Sub-Registrar of Assurance, Kurla-1, Mumbai, vide Sr.No.KRL-1-24662-2023 dated 15/12/2023 is annexed hereto (for the brevities sake the Said Agreement dated 15/12/2023 is hereinafter referred to as “ the said Agreement”).

- (ii) The **MR. ASHISH KUMAR AGARWAL AND MRS. MANISHA AGARWAL** are seized and possessed of Flat No. 702, admeasuring 68.13 sq. ft rera carpet on 7th Floor, in the Building Known as Hubtown Seasons Adonis situated Opp. Jain Mandir, R C Marg, Chembur, Mumbai-400071 , along with one mechanical car parking space
- (iii) The VENDORS/ASSIGNORS have agreed to sell, transfer and assign unto the Purchasers/Assignees and the Purchasers/Assignees have agreed to purchase from the VENDORS /ASSIGNORS all their rights, titles and interests of the Vendors under and by virtue of the Agreement for sale dated 15/12/2023 as per term and conditions as hereinafter appearing.

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

1. The said Agreement for sale dated 15/12/2023 is still valid and subsisting and in no way terminated and/or cancelled.

2. The VENDORS/ASSIGNORS hereby states and declares as under:-

- (a) They are well and sufficiently entitled to acquire the said Flat, and As on date the Title of the Said Flat is clear and free from all encumbrances.
- (b) They have not entered into any agreement for sale, disposal or letting out of the said Flat with any other person and that they are well and sufficiently entitled to seized and possessed of the same.
- (c) They have good rights, full power and absolute authority to deal with and dispose off the said Flat and no one else.
- (d) Their rights and authority to sell and transfer the said Flat is clear and marketable and free from all encumbrances, claims and reasonable doubt and there is no pending encumbrances or rights of whatsoever subsisting in favour of any third person or persons in respect of the said Flat.
- (e) As on date there is no litigation or such other proceedings whatsoever pending in any Court or Forum or before any authority in respect of or concerning the said Flat and/or its rights, titles and interests thereto or therein.
- (f) They are fully liable and responsible for full consideration for the said Flat.
- (g) The said Flat is not affected by any lispendens or insolvency proceedings or any prohibitory orders from any court, Income Tax Department or any person or persons, buyer/s of the same flat who has subsequently cancelled/surrendered the same to the Promoters, restricting the transfer of the said Flat.
- (h) If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said Flat and thereby or otherwise the Purchasers/Assignees are put to any loss, expenses or prejudice, otherwise the Vendors/Assignors shall indemnify and keep indemnified and harmless the Purchasers/Assignees against all such loss and expenses.

(i) The VENDORS/ASSIGNORS had mortgaged the Said Flat at HDFC Bank and there is outstanding of Rs._____ and the Purchasers/Assignees Bank i.e PNB shall clear the same and pay the balance payment to the VENDORS/ASSIGNORS

3. The VENDORS/ASSIGNORS have agreed to sell, transfer and assign unto the Purchasers/Assignees the said Flat as also the rights and interests therein and aforesaid representations and declarations made by the VENDORS/ASSIGNORS, the Purchasers/Assignees have agreed to purchase from the VENDORS/ASSIGNORS their rights, titles and interests, including the beneficial interest in the said Flat at or for the total consideration of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs only)** which includes 1% TDS of **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only)** is being deducted as Income Tax (TDS) as per the provisions of Section 194-IA of the Income Tax Act, 1961 being 1% of the total consideration within the prescribed time limit as per provisions of the Income Tax and to be paid by the PURCHASERS/ASSIGNEES to the VENDORS/ASSIGNORS in the following manner that is to say:

a) The Part payment cum earnest money of **Rs. 77,50,000/- (Rupees Seventy Seven Lakhs Fifty Thousand only)** has been paid by the Purchasers/Assignees to the Vendors/Assignors prior to the execution hereof (the payment and receipt whereof the VENDORS/ASSIGNORS doth hereby admit and acknowledge)

b) **1% TDS of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** being deduction by way of Tax Deduction at Source under Section 194(ia) of the Income Tax Act, 1961, which is to be paid by the PURCHASERS/ASSIGNEES to the Central Government Treasury in the names and on behalf of the

Vendors/Assignors and the PURCHASERS/ASSIGNEES hereby undertake to issue the TDS Certificate within 30 days from the date of execution hereof, and also provide Xerox copy of the challan to the VENDORS/ASSIGNORS in their individual names.

c)The Purchasers/Assignees have agreed to pay the balance sum of **Rs. 2,00,00,000/- (Rupees Two Crore Only)** within 45 days from the date of execution of this Agreement for Sale by availing Bank Loan.

4. The VENDORS/ASSIGNORS hereby covenant and declare that the consideration, excludes the amount paid by VENDORS/ASSIGNORS herein to the Promoters particularly of the Said Agreement towards share money, application & entrance fee, electric meter installation & security deposit, water deposits, Corpus fund, formation and registration of the Organization, advance maintenance charges for one years, Development Charges, etc. as well as and all connected and co-related benefits attach to the said Flat in terms of Agreement dated 15/12/2023 which will be paid by Purchasers/Assignees as and when demanded by Promoters. The PURCHASERS/ASSIGNEES shall be liable to transfer unabsorbed and transferable amount and deposits in their names in the records of the Promoters / society. The Vendors/Assignors will co-operate to get the unabsorbed and transferable amount transferred on the records of the Promoters / society upon execution of this Agreement for Sale, if any.
5. The VENDORS/ASSIGNORS doth hereby covenant with the PURCHASERS/ASSIGNEES that the said Flat agreed to be sold is free from encumbrances of any nature whatsoever and the Vendors/Assignors have full and absolute power to transfer the said Flat to the PURCHASERS/ASSIGNEES.

6. The VENDORS have in pursuance of this agreement and on execution hereof upon receiving full and final consideration of the said sum of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs only)** to be paid by the PURCHASERS/ASSIGNEES to the VENDORS/ASSIGNORS as aforesaid VENDORS /ASSIGNORS deemed to have relinquished all their rights in respect of said Flat together with benefit of Said Agreement.
- 7 .The VENDORS/ASSIGNORS here onwards shall have no rights, titles, interests, claims, demands or charge of whatsoever nature on the payments and contributions made by the VENDORS/ASSIGNORS to the said Promoters on the said Flat. Forthwith upon payment of entire consideration PURCHASERS/ASSIGNEES are entitled to take the possession of the said Flat and the Vendors/Assignors shall do the needful in all respect to secure the title of the said Flat to the PURCHASERS/ASSIGNEES.
8. The VENDORS/ASSIGNORS hereby covenant and declare that they had paid full and final consideration including GST and Service tax to the Developers/Promoters as agreed vide Agreement for Sale dated 15/12/2023.
9. The VENDORS/ASSIGNORS doth hereby further covenant with the Purchasers/Assignees that the forthwith upon payment of the entire consideration amount, the PURCHASERS/ASSIGNEES shall be entitled to possess and occupy the said Flat without any let, hindrance, denial, demand, interruption or equitably claiming through under or in trust for the VENDORS/ASSIGNORS.
10. Forthwith upon payment of entire consideration PURCHASERS/ASSIGNEES shall be entitled to hold the possession, occupation and use of the said Flat, and the PURCHASERS/ASSIGNEES shall hold the same upto and to the use and benefit of the PURCHASERS/ASSIGNEES, for them, their heirs, successors and assign forever without any claims, rights, interests, demands, liens of the

Vendors/Assignors or any person or persons claiming through or under them or in trust for their subject to payment by the Purchasers/Assignees of all taxes, assessments, charges, duties, calls made by the Promoters /Adhoc Committee Flat Owners proposed Society and thereafter to Society when formed Government, revenue or local authority hereafter in respect of the said Flat. The PURCHASERS/ASSIGNEES will be liable to pay all such charges in respect of the Said Flat.

11. It is expressly agreed by and between the parties hereto that the VENDORS/ASSIGNORS have agreed to obtain No Objection Certificate of the Promoters / Society for the transfer of the said Flat, from the joint names of the VENDORS/ASSIGNORS to the joint names of PURCHASERS/ASSIGNEES at the cost and expenses of the VENDORS/ASSIGNORS.
12. The PURCHASERS/ASSIGNEES doth hereby covenant with the VENDORS/ASSIGNORS that save and except as aforesaid the PURCHASERS/ASSIGNEES shall also become the joint members of the Co-operative Housing Society of the said building and shall also become the joint members and also abide by the rules and regulations of the society to be formed.
13. The Purchasers doth hereby covenant with the VENDORS/ASSIGNORS that they shall abide by the terms and conditions of Agreement dated 15/12/2023, and rules regulations and bye-laws of the said society as and when formed after admission as joint members thereof and that they agrees and undertakes to pay and discharge all calls, demands, contributions and dues which the said society, Promoters and or society as the case may hereafter made in respect of the said society on and after the date of possession directly to the Promoters as to the said society.
14. It is specifically agreed between both the parties that the Purchasers will pay proper Stamp Duty, Registration charges, etc. payable on this Agreement for Sale.

15. The VENDORS/ASSIGNORS hereby further covenant with the PURCHASERS/ASSIGNEES that the VENDORS/ASSIGNORS shall from time to time and at all times whenever called upon by the PURCHASERS/ASSIGNEES or their Advocate or attorneys do and execute all such acts, deeds, matters and things whatsoever for more perfectly securing the interest of the PURCHASERS/ASSIGNEES in the Flat to be hereby sold unto and to the use of the Purchasers as shall or may be reasonably required but at the cost of the PURCHASERS/ASSIGNEES.
16. Save and except as aforesaid all the terms and conditions of the said agreement for sale of said Flat dated 15/12/2023. shall be binding on the PURCHASERS/ASSIGNEES as if all the terms and conditions were bodily incorporated in this Agreement for Sale.
17. The PURCHASERS/ASSIGNEES shall be bound by all the terms and conditions contained in the original agreement with VENDORS/ASSIGNORS and the Developers/Promoters Dated 15/12/2023
18. PURCHASERS/ASSIGNEES are entitled to adjust the said stamp duty of Rs.12,72,500/- paid under GRN No. _____ dated _____ under article 5 (g-a)(ii) of schedule 1 of the Bombay stamp duty act.1958 paid on Agreement for Sale dated 15/12/2023 which is annexed hereto and marked as Annexure "A".

SCHEDULE

Flat No. 702, admeasuring 68.13 sq. ft rera carpet on 7th Floor, in the Building Known as Hubtown Seasons Adonis situated Opp. Jain Mandir, R C Marg, Chembur, Mumbai-400071 , along with one mechanical car parking space in the Registration District and Sub-District of Mumbai, bearing C. T. S. Nos. 469A of Village: Chembur, Taluka: Kurla

2.

R E C E I P T

Received from the PURCHASER/ASSIGNEE **Mr. Sumit Devnath Gupta S/o Devnath Gupta, Mr. Devnath S/o Ramprasad and Mrs. Nohra W/O Devnath Ramprasad** a sum of **Rs. 77,50,000/- (Rupees Seventy Seven Lakhs Fifty Thousand only)** details of which is give hereunder, being part payment cum earnest money out of the total consideration **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs only)**, payable by them to us as referred hereinabove.

Sr. No.	Date	Cheque No./RTGS	Name of t Bank a Branch
1	06/07/2026		Indian Bank
2	06/07/2026	IDIBR520260703403174705	HDFC Bank
3.			
4.			
5.			
6.			

We Say Received

(Rs. 80,00,000/-)

MR. ASHISH KUMAR AGARWAL ,

MRS. MANISHA AGARWAL
Vendors/ Assignors

WITNESS:

- 1.
- 2.