

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on \_\_\_\_\_, March, 2024 BETWEEN **Mrs. SHARDA GAJANAN SABNIS**, aged 79 years (Pan No. BHBPS8368C) and **Mr. GAJANAN MAHADEO SABNIS**, aged 83 years (Pan No. BHBPS8373R) Joint Owners of Flat No. 1706, 17<sup>th</sup> Floor, LAKE PRIMROSE ABC CHS LTD., situated at B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076; hereinafter called as **“THE SELLERS”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the **ONE PART**.

**AND**

**Mr. VISHAL JYOTIRAM ADKAR**, aged 35 years (Pan No. AXUPA5083G) and **Ms. RIDHI JAIN**, aged 35 (Pan No. APLPJ3783M) their current address at – Flat No. 604, B-wing, LAKE PRIMROSE ABC CHS LTD., B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076., Hereinafter called **“THE PURCHASERS”** Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS THE SELLERS DO HEREBY EXPRESSLY REPRESENT TO

AND DECLARE TO THE PURCHASERS AS FOLLOWS:-

A. By an Agreement for Sale dated - **31/08/2009** lodged for registration before the Sub Registrar of Assurances vide **Receipt No. 7257** dated - **08/09/2009 (vide No. BDR13-07237/2009)** made & entered into between **M/s. EKTA SUPREME HOUSING**, A Partnership Firm registered under the Indian Partnership Act, 1932 and having their Principal Place of Business at "Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai - 400076, therein referred to as **"The Developer"** of the One Part and **Mrs. LATA B. AGARWAL**, therein referred to as "The PURCHASER" of the Other Part. The latter has purchased and acquired a residential Flat on ownership basis Viz. **Flat No. 1706**, on the 17<sup>th</sup> Floor, in **"B" wing**, in the building known as **LAKE PRIMROSE ABC CHS LTD., B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai - 400076**, admeasuring **Carpet area of 88.53 Sq. Meters** inclusive of the areas of the enclosed balconies at **Village Chandivali, Taluka Kurla, Mumbai Suburban District** bearing **CTS No 11B/1A, 11B/4 (Part) and 11B/8** and more particularly described in the Schedule written hereunder (hereinafter referred to as **"THE SAID FLAT"** at or for the price and upon the term and conditions therein contained and paid the full consideration amount.

B. By an Sale Deed dated - **2<sup>nd</sup>, March, 20215** registered before the Sub-Registrar (Kurla no. 2), Mumbai Suburban District (Bandra) vide sr. no. **KRL-2-1943-2015 on 03.03.2015** made and entered into between **Mrs. LATA B. AGARWAL**, therein referred to as **"The SELLER"** of the One Part and **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS**, therein referred to as **"The PURCHASERS"** of the Other Part, the latter had purchased and acquired a residential Flat on ownership basis i.e. Flat No. 1706, admeasuring 88.53 Sq. Meters Carpet area on 17<sup>th</sup> Floor, 'B' wing, in the building known as LAKE PRIMROSE ABC CHS LTD., B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai - 400076, at Village Chandivali, Taluka Kurla, District Mumbai.

C. The Lake Primrose ABC Co-operative Housing Society Limited of said Unit/building been formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960 in the name of **Lake Primrose ABC Co-operative Housing Society Limited** bearing vide Registration No. **MUM-2WL/HSG/TC/10627/2013-2014 dated 26-09-2013**, Hereinafter called and referred to as the said Society) is absolutely seized and possessed of the aforesaid piece and parcel of land and **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS** (the SELLERS herein) became one of the members of the said Society and the said Society issued to them **Ten (10) Shares** of Rs.50/- each, bearing Distinctive No. **2181 to 2190** vide **Share Certificate No. 219** (hereinafter called "**the said Shares**").

D. The SELLERS herein have fulfilled all the terms and conditions of the said agreement and also has paid the full and final consideration price. That in the premises aforesaid SELLERS are legally entitled to the said Flat together with benefits attached to it and that neither the SELLERS herein either personally or through any of their agent/s or constituted attorney has/ have or had at any time hereto before either created or agreed to create any third party rights, title, interest or claim whatsoever in respect of the said Flat.

E. That as per the terms of the said original agreement the SELLERS is also entitled for certain amenities, to be provided by the said developer to all various Flat PURCHASERS and the same shall be for the brevity's sake hereinafter referred to as the said benefits.

F. That the title of the SELLERS in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free any third party adverse deal, arrangement, understanding, agreement, agreement for sale transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease monthly tenancy, leave and license charge, mortgage or any other encumbrances.

G. That in the manner aforesaid the SELLERS have truly, honestly, bonafidely and in good faith disclosed to the PURCHASERS, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and / or fraudulent and non bonafide representations, of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the SELLERS to the PURCHASERS, the parties have negotiated for sale and PURCHASE of the said Flat in the said building and said benefits with all incidental benefits and right, title, interest, claim estate, possession and property rights in respect thereof at law. Equity and otherwise at full and final sale consideration / price of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** payable to the SELLERS with vacant and peaceful possession of the said Flat with benefits with legal right to have and handing over all relevant deeds, documents, papers and writings from the SELLERS and the concerned parties contemplated by laws as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

**Now this agreement witnessed as follows:**

1. The SELLERS hereby declare and confirm that what is recited hereinabove in respect of the said Flat shall be treated as representation and irrevocable declarations on their part as if the same are reproduced herein verbatim and form part of this clause. The SELLERS hereby confirm that the PURCHASERS have agreed to purchase the said flat relying upon the correctness of the declarations and representations made by the SELLERS in these presents.

2. The SELLERS shall sell, transfer, assign and assure and the PURCHASERS shall purchase and acquire the said Flat **Viz. Flat No. 1706**, on the **17<sup>th</sup> Floor**, in **“B” Wing** of the building known as LAKE PRIMROSE ABC CHS LTD., B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076 and The SELLERS shall sell their Said Flat along with Club House Membership, more particularly described in the schedule herein underwritten free from all encumbrances at or for total sale consideration of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** to be paid by the PURCHASERS to the SELLERS on or before **\_\_\_/\_\_\_/2024** upon the execution of this agreement the receipt whereof the SELLERS both hereby admit, acknowledge and confirm at the foot of this agreement.
3. The sale consideration of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** will be paid by the PURCHASERS to the SELLERS as follows:
4. **Rs. 10,00,000/- (Rupees Ten Lakhs Only)** has been paid through Cheques, Cheque Nos. 000003 & 000032 & 000002, dated 17/03/2024 from HDFC Bank, Bangalore Branch in favor of **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS (50+50%)** as token amount/ first installment, as part payment, the receipt whereof the SELLERS doth hereby admit, acknowledge and confirm at the foot of this Agreement.
5. **Rs. 6,28,000/- (Rupees Six Lakhs Twenty Eight Thousand Only)** shall be paid through Cheques, Cheque Nos. \_\_\_\_\_ & \_\_\_\_\_, dated \_\_\_/\_\_\_/2024 from HDFC Bank, Bangalore Branch in favor of **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS (50+50%)** as second part payment/installment, the receipt whereof the SELLERS doth hereby admit, acknowledge and confirm at the foot of this Agreement.

6. **Rs. 83,72,000/- (Rupees Eighty Three Lakhs Seventy Two Thousand)** being the TDS to be deposited by the PURCHASERS as per Section 194IA/195 of the Income Tax Act 1961 and as per Law and the same shall be deemed to be received by the SELLERS and the PURCHASERS shall deposit the said TDS and shall produce the TDS paid certificate to the SELLERS on or before the completion of the transaction **\_\_\_/\_\_\_/2024** in the name of **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS (50+50%)**.
7. The balance **FULL and FINAL consideration Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only)** shall be paid directly by the PURCHASERS through Loan from Bank or any financial institution, via Pay Order / RTGS transfer On or Before **\_\_\_/\_\_\_/2024** to the SELLERS **Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS (50+50%)** as Full and Final installment of the total sale consideration. Upon receipt of **Full and Final payment of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only)** the SELLERS shall immediately put the PURCHASERS in vacant possession of the said Flat and shall surrender their right, title and interest in favor of the PURCHASERS and the PURCHASERS shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat together with all electrical and provided by the said builders including electricity meter.
8. The SELLERS covenant with the PURCHASERS that they are the absolute owners of the said Flat hereby agreed to be transferred and sold and no other person or persons has or have any rights, title, interest in property claim or damage of any nature whatsoever in or upon the Flat whether by way sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the PURCHASERS.
9. The SELLERS further covenants with the PURCHASERS that they are not created any charge or encumbrances of whatsoever nature

on the said Flat and benefits attached to it nor are the same or any of them the subject matter of any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever (Whether before or after judgment or any prohibitory order and they have not created any adverse right whatsoever) in favor of any one in respect of the same or any of them.

- 10.** The SELLERS hereby confirm that they have paid/ will pay all dues, claims, Govt. taxes including property taxes, Society Maintenance charges, BMC Property Tax, Electricity etc. as is applicable and in force as of date, until the period of \_\_\_/\_\_\_/2024 by which full and final payment of the sale will happen and handover of the vacant possession of the Flat will be given to the PURCHASERS. The SELLERS will show all proofs of payment Society Maintenance charges, BMC Property Tax and Electricity bills to the PURCHASERS. The SELLERS will not be responsible for any claims, after the above date, due to changes in Govt. tax laws at a later date, which may have retroactive implications for the period before the conclusion of the agreement of sale and handover of the vacant Flat to the PURCHASERS.
- 11.** The SELLERS hereby declares that the said Flat is the self-acquired property of them and that no one else except them has any right, title and interest in respect of the said Flat and the PURCHASERS shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the SELLERS or any other person lawfully or equitably claiming through, under or in trust for the SELLERS.
- 12.** Neither the Government nor any public authority has issued any notice under Income Tax Act, wealth Tax act, Maharashtra Land Revenue code or under/ any statute restraining the SELLERS from selling or disposing of the said Flat or any part thereof in any manner whatsoever.

- 13.** That the SELLERS has not received any notice from the Municipal Corporation of Greater Bombay and / or Government and /or any other statutory body or authority for acquisition or requisition of the said Flat.
- 14.** The PURCHASERS shall lodge the present agreement before the concerned Registrar of Assurances and SELLERS shall admit their signature on the said agreement before the said authority within the prescribed time limit as per law.
- 15.** That after receiving the full and final payment as aforesaid from the PURCHASERS neither the SELLERS nor their legal heirs, executors and administration shall and will have any right, title, interest or claim to the said Flat and till such time the full and Final payment is made, the OWNERSHIP OF the Flat will remain with the SELLERS and the ownership of the Flat will be transferred to the PURCHASERS only after they make full and final payment.
- 16.** The SELLERS hereby covenants with the PURCHASERS that they are paid to the said Society all their shares of taxes, electricity bills, maintenance, corpus fund and other outgoings etc. up to handing over the possession of the said Flat to the PURCHASERS.
- 17.** The PURCHASERS shall become the member of the society and shall abide by all and singular bye-laws, rules and regulation made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
- 18.** It is specifically agreed by and between the parties that the transfer charges of the said Society shall be borne and paid by both the parties equally i.e. on 50 – 50 basis.



19. The SELLERS have obtained the N.O.C. FROM the said Society, dated \_\_\_\_/\_\_\_\_/2024 for transfer of the said Flat in the name of the PURCHASERS, appended herewith.
20. It is also agreed by and between the parties that the stamp Duty and the registration charges will be borne and paid by the PURCHASERS alone.
21. That the said agreement is subject to the Honorable Courts of Mumbai Jurisdiction only and to the provisions of the Maharashtra Ownership of Flats Act.

### **THE SCHEDULE OF THE PROPERTY**

(Description of Sub-Plots on which the Building to be Known as **“Lake Primrose ABC Co-operative Housing Society Limited** is constructed) **Flat No. 1706**, on the **17<sup>th</sup> Floor**, in **“B” Wing** in the building known as **LAKE PRIMROSE ABC CHS LTD., B-Wing, Phase-IV, Sub Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076**, admeasuring Carpet area of 88.53 Sq. Meter., along with Club House Membership, Registration District and Sub-district of Mumbai City and Mumbai Suburban on land bearing CTS No 11B/1A, 11B/4 (Part) and 11B/8 of Village Chandivali, Taluka Kurla, Mumbai Suburban District.

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

SIGNED AND DELIVERED  
By the within name the SELLERS

**Mrs. SHARDA GAJANAN SABNIS**

**Mr. GAJANAN MAHADEO SABNIS**

In the Presence of...

1. \_\_\_\_\_ & 2. \_\_\_\_\_

SIGNED AND DELIVERED  
By the within name the PURCHASERS

**Mr. VISHAL JYOTIRAM ADKAR**

**Ms. RIDHI JAIN**

In the Presence of...

1. \_\_\_\_\_ & 2. \_\_\_\_\_

**RECEIPT**

Received/to be received with thanks from the within named PURCHASERS, **Mr. VISHAL JYOTIRAM ADKAR & Ms. RIDHI JAIN** a sum of **Rs. 1,00,00,000/- (Rupees One Crore Only)** being the Part Payment as a part consideration amount in respect of Flat No. 1706, on the 17<sup>th</sup> Floor, 'B' wing, LAKE PRIMROSE ABC CHS LTD., Phase-IV, Sub

Plot No. 1, Lake Homes, Near Gopal Sharma School, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076 at Village Chandivali, Taluka Kurla, District Mumbai, which we are agreed to sell as per the terms of this Agreement. The said amount is received by us in the following manner:-

Cheque / NEFT Nos.	DATE	AMOUNT	BANK	FAVOURING
000003	17/03/2024	3,00,000	HDFC Bank	Mrs. SHARDA GAJANAN SABNIS
000032	17/03/2024	2,00,000	HDFC Bank	Mrs. SHARDA GAJANAN SABNIS
000002	17/03/2024	5,00,000	HDFC Bank	Mr. GAJANAN MAHADEO SABNIS
		3,14,000	HDFC Bank	Mrs. SHARDA GAJANAN SABNIS
		3,14,000	HDFC Bank	Mr. GAJANAN MAHADEO SABNIS
TDS		41,86,000		Mrs. SHARDA GAJANAN SABNIS
TDS		41,86,000		Mr. GAJANAN MAHADEO SABNIS
	<b>TOTAL</b>	<b>Rs. 1,00,00,000/-</b>		

**Mrs. SHARDA GAJANAN SABNIS and Mr. GAJANAN MAHADEO SABNIS**  
(SELLERS)

In the Presence of...

1. \_\_\_\_\_ & 2. \_\_\_\_\_