

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai this ____ day of _____ 2024, BETWEEN (1) **MR. CHETAN KANTILAL JETHVA (PAN No. AAIPJ8871G) AND (2) MRS. BHAVIKA C. JETHVA (PAN No. AFDPJ4055N)**, both are adults, Indian Inhabitants of Mumbai, having address at Flat No. 401, 4th Floor, E wing, Veena Beena CHS Ltd., Acharya Donde Marg, Opp. Sewree Bus Depo., Sewree, Mumbai – 400 015, hereinafter called the “ **VENDORS**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the ONE PART **AND**

(1) **MR. RAJESH SHIVAJI NAGAP (PAN No. AEJPN4697R) AND (2) MRS. RAJASHRI RAJESH NAGAP (PAN No. AEJPN3542D)**, both are adults, Indian Inhabitants of Mumbai, having address at BARC Colony, 38, Gandaki, Anushakti Nagar, Mumbai – 400094, hereinafter called the “ **PURCHASERS**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:-

(A) By an Agreement For Sale dated 29/12/1999 registered with the Sub Registrar of Assurances at Mumbai under Sr. No. BBE/6077/1999 dated 05/03/2013 made between the Smt. Azizabi Abdul Kadar Mongale as the Vendor therein of the One Part and Shri Manoj J. Kothari as the Purchaser therein of the Other Part, the said Vendor therein sold, transferred and conveyed to the Purchaser therein All That Flat No. 401, admeasuring area 500 sq. feet (built up), on the 4th floor, in the building known as Veena

Beena Apartment, F wing, of the Society known as Veena Beena Co-operative Housing Society Ltd., situated at Acharya Donda Marg, Opp. Sewree Bus Depo., Sewree, Mumbai – 400 015, bearing C. S. No. 216 of Parel Sewree Division, in the Registration District and Sub District of Mumbai City more particularly described in the schedule written hereunder. Thereby Shri Manoj J. Kothari became owner of and well sufficiently entitled to the Flat (hereinafter referred to as the said Flat).

(B) By an Agreement For Sale dated 12/02/2013 registered with the Sub Registrar of Assurances at Mumbai under Sr. No. BBE-4/683/2013 dated 12/02/2013 made between the Shri Manoj J. Kothari as the Vendor/Transferor therein of the First Part and Mr. Chetan Kantilal Jethva, Mrs. Bhavika Chetan Jethva and Mr. Chirag Kantilal Jethva as the Purchasers/Transferees therein of the Second Part, the said Vendor/Transferor therein sold and transferred the above said Flat to the Purchasers/Transferees. Thereby Mr. Chetan Kantilal Jethva, Mrs. Bhavika Chetan Jethva and Mr. Chirag Kantilal Jethva became owners of and each entitled $\frac{1}{3}$ rd share in the said Flat.

(C) By a Gift Deed dated 27/10/2023 made between Mr. Chirag Kantilal Jethva as the Donor therein of the One Part and Mr. Chetan Kantilal Jethva as the Donee therein of the Other Part, the said Donor therein desired to gift his $\frac{1}{3}$ rd share in the said Flat to his brother Donee therein Mr. Chetan Kantilal Jethva. Thereby the said Mr. Chetan Kantilal Jethva became owner and entitled to $(\frac{1}{3}$ rd + $\frac{1}{3}$ rd) $\frac{2}{3}$ rd share in the said Flat.

(D) In the above circumstances Mr. Chetan Kantilal Jethva entitled to $\frac{2}{3}$ rd share and Mrs. Bhavika Chetan Jethva (Vendors herein) became entitled to $\frac{1}{3}$ rd share in the above said Flat.

(E) The Vendors are duly shown in the records of the said Society Veena Beena Co-op Housing Society Ltd. (Reg. No. BOM/W-F/S/HSG(TC)/402/84-85 of 1984) as the holders of the Five Shares of Rs. 50/- each bearing Distinctive Nos. 1376 to 1380 (both inclusive) of the said Society and represented by the Share Certificate No. 276.

(F) The Vendors have agreed to sell and transfer to the Purchasers and the Purchasers have agreed to purchase and acquire all the rights of the said Vendors in respect of the said Flat as also all the benefits, rights and advantages relating thereto at a total consideration of Rs.1,40,00,000/- [Rupees One Crore Forty Lakhs Only] upon the terms and conditions hereinafter appearing.

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

1. The Vendors have agreed to sell and Purchasers have agreed to purchase the said All That Flat No. 401, admeasuring area 500 sq. feet (built up), on the 4th floor, in the building known as Veena Beena Apartment, F wing, of the Society known as Veena Beena Co-operative Housing Society Ltd., situated at Acharya Donde Marg, Opp. Sewree Bus Depo., Sewree, Mumbai – 400 015, bearing C. S. No. 216 of Parel Sewree Division, in the Registration District and Sub District of Mumbai City (more particularly described in the schedule hereunder written) for a total consideration of Rs.1,40,00,000/- [Rupees One Crore Forty Lakhs Only].

2. In consideration of the sum of Rs.1,40,00,000/- [Rupees One Crore Forty Lakhs Only], Purchasers have paid Rs._____/-[Rupees _____ Only] to the Vendor No. 1 and Purchasers have paid Rs._____/-[Rupees _____ Only] to the Vendor No. 2 accordingly Purchasers have paid Rs.18,60,000/- (Rupees Eighteen Lakhs Sixty Thousand only) by Cheques and RTGS/NEFT and Purchasers deducted Rs.1,40,000/- (Rupees One Lakh Forty Thousand only) being 1% TDS amount, thereby Purchasers paid total aggregating amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) (the payment and receipt whereof the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do forever acquit, release and discharge the Purchasers forever). The Purchasers shall pay balance consideration amount of Rs.1,20,00,000/- [Rupees one Crore Twenty Lakhs Only] after obtaining loan from the _____ Bank within ____ days from the execution and registration of this Agreement For Sale.

3. Both parties agreed that if the Purchaser unable to get the loan and pay the balance amount within ____ days as mentioned hereinabove, Vendor is entitled to cancel the deal and revoke and terminate the said Agreement for Sale. If the said Agreement For Sale is cancelled by the Vendor due to non-payment of balance consideration amount within stipulated period mentioned hereinabove. The Vendor shall after deducting the damages, refund the part payment of consideration amount and subsequently Vendor shall be free to deal with the said Flat as per his discretion without any right or intervention of the purchasers.

4. The Purchasers shall deposit TDS amount of Rs._____/-[Rupees _____ Only]

deducted by them with the Income Tax Department and shall issue TDS Certificate to the Vendors in due course.

5. The Vendors shall sign and execute all such documents, deeds and writings including transfer forms, applications and other requisite forms along with papers, deeds and writings as may be necessary or expedient and required by the concerned authorities and/or Society or in law for more perfectly assigning and transferring the said Flat and the full benefits and advantages connected with the said Flat to the Purchasers.

6. The Vendors doth hereby further covenant with the Purchasers that the Purchasers shall after the full payment entitled to quietly and peacefully possess and occupy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Vendors or any person or persons lawfully or their legal heirs or equitably claiming through under or in trust for the Vendors.

7. The Vendors doth hereby covenant with the Purchasers that the Purchasers shall be entitled to have and hold the possession, occupation and use of the said Flat and the Purchasers shall hold the same unto and to the use and benefit of the Purchasers, their heirs, successors and assigns forever without any claim, charge, right, interest, demand or lien of the Vendors or any person or persons claiming through or under them or in trust for them subject to the payment by the Purchasers of all taxes, assessments, charges, duties or calls made by the said Association, Government, revenue or local authorities hereafter in respect of the said Flat.

8. The Purchasers hereby covenant with the Vendors that after getting the possession, they shall pay their share of taxes and

outgoings as mentioned and shall also become member of the Co-operative Housing Society of the said building Society and shall carry out the terms and conditions and also abide by the rules and regulations of the said society.

9. That the Purchasers hereby covenant with the Vendors that they shall abide by the rules and regulations of the bye law of the said Society on admission as members thereof and that they agree and undertake to pay and discharge all calls, demands, contributions and dues, which the said Society may make thereafter in respect of the said Flat.

10. The Vendors hereby covenant with the Purchaser that they shall and will indemnify and keep indemnified the Purchasers of from and against any loss harm, injury and damage including costs, charges and expenses of any legal proceedings that may be suffered or caused to be suffered by the Purchasers by reason of there being found or discovered that any of the above statements made by the Vendors are false or incorrect in any manner whatsoever.

11. The Purchasers agree, covenant and undertake with the Vendors that they shall extend their full co-operation by signing all writings, papers, applications, affidavits, undertaking etc. as may be required by the said Society/concerned authorities from time to time and shall also bear and pay all other costs, charges and expenses including deposits, if any due and payable by them to B.M. C. or BEST or Electricity Board for electricity and they shall also agree to abide by all rules, regulation and bye laws of said society and/or to be adopted hereafter and/or inform from time to time

without committing any default/breach in that behalf in any manner whatsoever and howsoever.

12. It is agreed between both the parties herein that both Parties herein shall bear and pay the expenses of the transfer charges equally and pay Professional fees to their respective Advocates.

13. The both Parties hereby agreed that the Stamp Duty and Registration Charges in respect to this Agreement will be paid and borne by the Purchasers alone.

14. The Purchasers shall become members of the said Society under the Maharashtra Co-operative Societies Act, 1960.

15. It is also agreed by and between the parties that the Maharashtra Ownership Flat Act 1963 will govern the present Agreement.

16. The Vendors hereby agree and confirm that there is at present no outstanding claim and/or dispute or encumbrances and/or charge with regard to the said Flat with any other person or persons or bodies corporate and if there are any such outstanding claims/demands or disputes, then the Vendors will clear and discharge the same at their own cost to the full satisfaction of the Purchasers.

17. The Vendors hereby declare that they have duly paid and shall pay all out standings and dues of the Society, Government or Local authorities such as BEST, BMC & Society till the date of the Purchasers being put in possession of the said Flat.

18. The Vendors shall handover vacant and peaceful possession of the said Flat to the Purchasers on the receipt of full and final

payment and shall execute all the necessary documents including transfer, convey and/or perfect all the rights, title and interest of the Vendors in the said Flat in favour of the Purchasers.

19. The Vendors hereby declare that they have 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, charge, lien mortgage and encumbrances of whatsoever nature mentioned above. The Vendors hereby agree and undertake to indemnify the Purchasers against such claims.

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

THE SCHEDULE ABOVE REFERRED TO:

All That Flat No. 401, admeasuring area 500 sq. feet (built up), on the 4th floor, in the building known as Veena Beena Apartment, F wing, of the Society known as Veena Beena Co-operative Housing Society Ltd., situated at Acharya Donde Marg, Opp. Sewree Bus Depo., Sewree, Mumbai – 400 015, bearing C. S. No. 216 of Parel Sewree Division, in the Registration District and Sub District of Mumbai City
 BMC Assessment No. FS0701060890000. The Building was constructed in the year 1982.

SIGNED AND DELIVERED by)

the withinnamed "**VENDORS**")

(1) MR. CHETAN KANTILAL JETHVA

(2) MRS. BHAVIKA C. JETHVA

in the presence of

1.

2.

SIGNED AND DELIVERED by)

the withinnamed " **PURCHASERS**")

MR. RAJESH SHIVAJI NAGAP)

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MRS. RAJASHRI RAJESH NAGAP)

in the presence of)

1.

2.

RECEIPT

RECEIVED from the Purchaser a sum of Rs._____/ - [Rupees _____ Only] by cheque including 1% TDS amount of Rs._____/ - (Rupees _____ Only) on the total consideration amount on or before the execution hereof in respect of sale of Flat No. 401, admeasuring area 500 sq. feet (built up), on the 4th floor, in the building known as Veena Beena Apartment, F wing, of the Society known as Veena Beena Co-operative Housing Society Ltd., situated at Acharya Donde Marg, Opp. Sewree Bus

Depo., Sewree, Mumbai – 400 015, of which details given herein
below:

PAYMENT MADE TO MR. CHETAN KANTILAL JETHVA

<u>Sr.</u> <u>No.</u>	<u>Date</u>	<u>Cheque/</u> <u>RTGS No.</u>	<u>Name of the Bank</u>	<u>Amount (Rs.)</u>
1.				4,75,000/-
2.				
3.				
			TOTAL	

(Subject to realization of Cheques)

I say received

Rs. _____/-

MR. CHETAN KANTILAL JETHVA

Vendor No. 1

PAYMENT MADE TO MRS. BHAVIKA C. JETHVA

<u>Sr.</u> <u>No.</u>	<u>Date</u>	<u>Cheque/</u> <u>RTGS No.</u>	<u>Name of the Bank</u>	<u>Amount (Rs.)</u>
1.				4,75,000/-
2.				
3.				

4.				
5.				
			TOTAL	

(Subject to realization of Cheques)

I say received

Rs. _____/-

MRS. BHAVIKA C. JETHVA

Vendor No. 2

DATED THIS ____ DAY OF _____ 2024

MR. CHETAN KANTILAL JETHVA AND ANR.

... VENDORS

AND

MR. RAJESH SHIVAJI NAGAP AND ANR.

... PURCHASERS

AGREEMENT FOR SALE