

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at **Mumbai** on this \_\_\_\_ day of **December**, **2024**; **Between 1] MR. JAGDISH RAGHUNATH SAWANT** (PAN No.AHAPS1317D) (AADHAR CARD 725746476824) age about 60 years, Adults, Indian Inhabitants residing at **404, A Wing, R.C. SHEDETAL CO.OP. HOUSING SOCIETY LIMITED**, Building known as **SHEETAL APARTMENT**, **4th Floor, Behind Sheetal Cinema, Rajaram Chavan Marg, Off: Lal Bahadur Shastrii Marg**, **Kurla (West), Mumbai-400070**, hereinafter called and referred to as the **“SELLER”** (Which expression unless it be repugnant mean and include each of HIS legal heirs, Administrators, Executors, Nominees and Assigns) of the **First Part**;

**AND**

**1] MR. NAGESH PUTTU SWAMI GOWDA** (PAN No ANNPG3540K) (AADHAR No. 620273019311) aged about 47 years & **2) MISS. NEHA NAGESH GOWDA** (PAN No. DKGPG1494H) (AADHAR No. 906176677502) aged about 22 years, both Indian Inhabitants of Mumbai, residing at Room No.5, Bakasheth Chawl, Lal Bahadur Shastri Marg, Kurla(West),

Mumbai-400 070, hereinafter called and referred to as the **“PURCHASERS”** (Which expression unless it be repugnant to the meaning or context thereof shall mean and include each of THEIR legal heirs, Administrators, executors, Nominees and Assigns) of the **Second Part**.

**RECITALS:**

**AND WHEREAS;**

1) The said building of **“SHEETAL APARTMENT** was constructed as per sanctioned plans comprising of Basement and ground plus 5 upper Floors consisting of Two Wings and the **SELLER** were allotted **Flat No. 404** on the **4th Floor, A Wing** , of **Sheetal Apartment** by the PROMOTER **M/S. R R. ENTERPRISES PROP. MRS. RANI RAJARAM CHAVAN**, having their office at 225, Sheetal Cinema Building ,L B S Marg , Kurla(W), Mumbai-400 070 ;

2) As per registered Agreement For Sale dated 23-09-2004 (hereinafter referred to as the **‘Principal Agreement’**), registered under serial No. BDR-3/08903/2004 dated 25-09-2004 executed between **M/s R. R ENTERPRISES PROP. RANI RAJARAM CHAVAN** , called the **PROMOTER** the party of the One Part as mentioned above and **MR. JAGDISH RAGHUNATH SAWANT** , therein called the **‘PURCHASER’** the Party of the Second Part; being the **PURCHASER** therein, relying on various recitals, averments, affirmation, confirmation, statements, disclosures, declarations and various clauses contained in the Principal Agreement mentioned above, registered their purchase of the residential flat being **Flat No. 404** , admeasuring a carpet area of **40 Sq. Meters** (which is inclusive of **2.75 Sq. Meters** carpet area of balcony/balconies, if any, ) in A wing , on the Fourth Floor, **R.C.SHEETAL CO.OP. HOUSING SOCIETY LIMITED**, in the building known as **“SHEETAL APARTMENT”**, situated at Behind Sheetal Cinema, Rajaram Chavan Marg, Off: Lal Bahadur

Shastri Marg, Kurla (W), Mumbai 400 070 (hereinafter referred to as the '**said Flat**' for the sake of brevity and covenant), on the Plot Nos. and details mentioned in First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule of the Principal Agreement dated 23-09-2004;

3) The **SELLER** herein have made full payment of price or consideration to the said **PROMOTERS** and have complied with all the terms and conditions under the aforesaid Principal Agreement dated 23-09-2004;

4) The **SELLER** under the ownership under principal agreement dated 23-09-2004, are absolutely seized and legally possessed of otherwise and are in legal, un-encumbered, well and sufficiently entitled to the '**said flat**', together with all rights and privileges of all the amenities, common areas, and other facilities a self contained flat containing a living room, one bedroom and a kitchen, ;

5) The **PROMOTER** therein informed the **SELLER** that Occupation Certificate in respect of the above mentioned Flat has been received from MCGM, in terms of their letter dated 05-04-2006;

6) The **PROMOTERS** therein handed over the possession of the Residential Flat mentioned above , vide letter dated 05-04-2006 ;

7) The Seller along with other members joined in forming a Co-operative Housing Society known as **R.C. SHEETAL CO-OPERATIVE HOUSING SOCIETY LTD** (herein referred to as the '**said society**'). The said society is registered under The Maharashtra Co-operative Societies Act, 1960, under registration No.MUM-2/WL/HSG/TC/11411/2024-2025/2024) dated 17/10/2024.

8) The **SELLER** name appears in the relevant documents and records of the **SOCIETY**.

9) The **SELLER** herein approached the **SOCIETY** with a request to give permission for Sale of the above mentioned said Flat to the **PURCHASERS** mentioned herein

10) The **SOCIETY** have given to **SELLER** permission/NOC for Sale of above mentioned Flat to the **PURCHASERS** vide their letter dated                      (copy attached).

11) The **PURCHASERS** have represented to the **SELLER** that the said Flat is to be co-owned by the **PURCHASERS** in the ratio of 50 % each viz. 1] **MR. NAGESH PUTTU SWAMI GOWDA** (50 %) & 2) **MISS. NEHA NAGES GOWDA** (50%).

12) The **SELLER** have also registered their names in the Property Tax Register maintained by the MCGM and have paid all the property tax till the period 2024-2025 under SAC No. LX0800340180023.

13) The **PURCHASERS** has approached the **SELLER** with the intention to Purchase the said flat for Purchaser's residential purpose and the **SELLER** has agreed to sell the said flat to the **PURCHASERS**.

14) The **SELLER** has made the following representations in respect of the said flat, that the **SELLER** have full and complete legal right and are the lawful owner of the said flat and there are no suits, litigations (civil or criminal) or any other proceedings or *lis pendens* pending to best of their knowledge, no attachments or prohibitory orders have been issued against the said premises or neither the **SELLER** has created any encumbrances or third party interest in the said Flat or neither the **SELLER** has

received any attachment or acquisition or requisition notices from any tax or revenue authorities or by Government or Municipal authority, Bank, Credit or Finance Institute and there are no arrears of **SELLER** in respect of the said premises.

15) Being aware of the intention of the "**SELLER**", the "**PURCHASERS**" approached the "**SELLER**" and have offered to purchase and acquire the said Flat on 'As Is Where Is' basis, after inspection of the said Flat and Building, its amenities, Common areas, Flat/building condition and/or construction and all others material details /facts and the **PURCHASERS** have also verified the documents of title, occupancy certificate etc. pertaining to the said Flat.

16) **AND** after getting satisfied about the documents in possession of the "**SELLER**" and complete details of the said Flat, Building, amenities, Common areas, Flat/building and/or construction, material facts and the considering the market rate and Consideration payable "**PURCHASERS**" have agreed to Purchase the said Flat and the "**SELLER**" being aggregable to the consideration price offered, have agreed to sell the said Flat to the "**PURCHASERS**" and the **PURCHASERS** have agreed to purchase from the "**SELLER**" the said Flat on 'As Is Where Is' basis along with rights as well as all such other rights available to the "**SELLER**", for the total consideration of **Rs.49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand Only)** and upon the terms and conditions hereinafter appearing;

**NOW THIS AGREEMENT IS WITNESSETH AS UNDER:**

1) The **SELLER** has agreed to sell and relinquish and release, assign unto the **PURCHASERS** on ownership basis and the **PURCHASERS** doth hereby agree to purchase and acquire on As is where is Basis, all their respective rights, title and interest of **SELLER**, in the said **Flat No. 404, A Wing**, admeasuring a carpet area of **40 Sq. Meters** (which is inclusive of 2.75 Sq. Meters carpet area of balconies/balconies, if any) on the 4th

**Floor, R.C. Sheetal Co.op. Housing Society Limited of Building SHEETAL APARTMENT** , situated Behind Sheetal Cinema , Off **L.B.S Marg, Kurla (W), Mumbai 400 070** (herein referred to as the '**said Flat**' ) for a full & final sale consideration amount of **Rs.49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand Only)**.

2) That the SELLER covenant that on the date of execution of this agreement the PURCHASERS have paid part consideration amount as follows: (a) Rs. 5,00,000/- (Rupees Five Lakhs Only) already paid as 'token amount' vide cheque number [REDACTED] dated [REDACTED] drawn on The Bharat Co.op.Bank Ltd., Kurla(West), Mumbai (as per the Receipt mentioned below); (b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide cheque number [REDACTED] dated [REDACTED] drawn on The Bharat Co.op.Bank Ltd., Kurla(West), Mumbai (as per the Receipt mentioned below); (c) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide cheque number [REDACTED] dated [REDACTED] drawn on The Bharat Co.op.Bank Ltd., Kurla(West), Mumbai (as per the Receipt mentioned below); (d) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide cheque number [REDACTED] dated [REDACTED] drawn on The Bharat Co.op.Bank Ltd., Kurla(West), Mumbai (as per the Receipt mentioned below); in all aggregating to Rs.24,50,000/- (Rupees Twenty Four Lakhs Fifty Thousand Only) and (g) an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only), will be paid to the **SELLER within 15 working days** from the date of this Agreement/ registration of this agreement for sale by obtaining Housing loan State Bank of India (as per sanction letter attached) and/or from any Bank/Financial/Credit Institution or from own sources. The possession of the flat will be handed over to the **PURCHASERS** by the **SELLER** only on receipt and credit of full and final balance sale consideration amount received.

3) The "**PURCHASERS**" have represented to the "**SELLER**" that they have applied for a housing loan of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) from State Bank of India Retail Branch,

Kurla (West) for the purpose of payment of part/balance consideration out of the total consideration amount of Rs. 49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand Only) and the said Housing Loan has been sanctioned by the said State Bank of India vide their sanction letter dated \_\_\_\_\_. Copy of the said sanction letter is enclosed herewith;

4) The PURCHASERS hereby represent that the timely payment of the above balance consideration amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) within 15 days is essence of the Agreement. The **“PURCHASERS”** hereby specifically covenant with the **“SELLER”** to pay the balance amount of the consideration as above in time without any default. Time is essence of this agreement.

5) In case of any delay in the payment of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only ) out of Housing Loan as mentioned above, after the 15 working days from date of registration/the Agreement , the PURCHASERS agree to pay interest @ 12 % per annum for another 30 days from the expiry of 15 days from the date of registration. In case of any further delay beyond the 30 days of grace period, the SELLER has a right to terminate the agreement . In case of such termination the SELLER will refund the amount paid and credited to the **SELLER** by the **PURCHASERS** after retaining an amount of Rs. 1,00,000/- (Rupees One Lakh Only ) towards forfeiture amount and thereafter the **SELLER** shall be free to deal with the said Flat in any manner and/or Sale or transfer the said Flat to any person, without any recourse to the **PURCHASERS** mentioned here in. In such an event, the **PURCHASERS** undertake to execute and sign and cooperate towards execution of cancellation deed which will be done at Sub registrar office. All cost towards cancellation deed will be borne by the **PURCHASERS**.

6) That the **SELLER** declare that the **SELLER** are the only right and competent person to sell, transfer, sell their right in the said flat to anyone without question and they have not contracted to sell or transfer or assign the said Flat or part thereof to any person or persons nor inducted any person on the Flat and that there are no claimants to the said flat nor the **SELLER** has assigned, nominated and/or appointed any other person or persons in respect of their shares in the said flat. The **SELLER** therefore declares that the said flat is free from any encumbrances and that the **SELLER** has not nominated, their heirs, successors nor the said flat is under the hypothecation, charges, lien or mortgage or **Gift Deed** or **WILL**.

7) The **SELLER** declares and covenant that only on receipt and credit of full & final payment the **SELLER** will hand over possession of the said flat to the **PURCHASERS**. **The sale will treated as completed upon receipt of full consideration.**

8) All costs, expenses and charges pertaining to said flat premises, arising from the date of completion of this sale under this Agreement shall be sole liability and responsibility of the **PURCHASERS**, and the **SELLER** shall not be responsible for the same.

9) The **PURCHASERS** has also agreed that from the date of the Agreement they shall be liable to pay all the outgoing in respect of the said flat and the amenities and facilities granted to them and also agree to abide the rules, regulation and bye laws of the **SOCIETY** and will use the said flat premises for their residential use only and will not make the change of user .

10) The **SELLER** do hereby covenant with the **PURCHASERS** that they will execute all the necessary documents /Transfer Forms etc. as and when required by the concerned authorities from time to time for the actual, effectual and physical transfer of the said flat in the name of the **PURCHASERS**.



11) The **SELLER** do hereby covenant with the **PURCHASERS** that on receipt and credit of full & final payment they shall not interfere with the possession and enjoyment of the said flat by the **PURCHASERS** in respect of the said flat and that the **PURCHASERS** shall be fully entitled to use, occupy and enjoy the possession of the said flat forever .

12) The **SELLER** has obtained the no-objection letter for the sale of the said flat from the **R C Sheetal Co operative Housing Soc. Ltd. (Prop.) vide letter/NOC dated [REDACTED] (Copy attached);**

13) It is hereby further agreed between the parties hereto that all dues prior to the date of execution of this Agreement , respect of the said flat, if any, shall be borne by and be to the account of the **SELLER** and all such charges and out goings accruing after that date **shall be** borne by and be to the account of **PURCHASERS.**

14) The **PURCHASERS** shall get this agreement registered and shall pay Stamp Duty and registration fees thereon. On receiving the intimation the **SELLER** shall admit the execution thereof. The **PURCHASERS** shall be solely responsible for: (a) the payment of all the charges relating to registration, including but not limited to the stamp duty and registration charges, and (b) registration of this agreement with the concerned Sub-Registrar of Assurances, and the **SELLER** shall not be responsible for the same in any manner whatsoever. Any loss or liability on account of deficiency in stamp duty and / or failure to register this Agreement shall be solely attributed to the **PURCHASERS.** However any arrear of Stamp Duty in respect of Principal Agreement dated 23-09-2004 shall be the liability of **SELLER.**

15) The “PURCHASERS” purchased the said Flat after they were satisfied that the title of the said Flat was clear and marketable

and complete details of the said Flat, Building , amenities , Common areas , Flat/building and/or construction , material facts the and the market rate .

16) Any transfer charges if any, payable to the said proposed society as provided in the Maharashtra Co-operative Societies Act, 1960 on account of this Agreement shall be borne and paid by "**PURCHASERS**" and "**SELLER**" equally.

17) The **SELLER** hereby agrees to hand over to the **PURCHASERS** the previous original documents/Agreement, photo copy of all receipts and necessary forms duly signed by them .

18) This Agreement shall always be subject to the provision of Maharashtra ownership Flat Act, 1963 and the Rules made thereunder.

19) The **SELLER** declare that have not availed any Housing Loan/Credit arrangements/credit benefits for purchase of the Flat and there are no mortgage or encumbrances created on the said Flat in this regard. In the event of any claim being made or any proceedings being initiated or concluded against the Flat in this regard, the **SELLER** shall be solely responsible and liable for payment of the same.

20) The **SELLER** hereby further declare that **SELLER** has full right and absolute authority to enter into this Agreement.

21) The **SELLER** subject to receipt and credit of full and final sale consideration amount hereby agree and give consent to the **PURCHASERS** to apply or transfer and obtain the electricity meter, telephone connection, Cooking Gas Connection and other relevant documents in their own names. The **PURCHASERS**

hereby agree to become the member of the co-operative Housing Society.

22) The rights, title, interest and all benefits, amenities attached to Agreement dated 23-09-2004 shall be automatically transferred to this Sale Agreement and shall vest absolutely and irrevocably in favour of the **PURCHASERS** and shall be construed accordingly along with the various recitals, averments, affirmation, confirmation, statements, disclosures, declarations and various clauses contained in the said Sale Agreement dated 23-09-2004 entered into between the **SELLER** herein and said **PROMOTER viz R R ENTERPRISES PROP. RANI RAJARAM CHAVAN.**

23. Any dispute arising from this agreement is subject to Indian laws and jurisdiction of Mumbai courts.

#### **SCHEDULE 'A'**

**Flat No. 404, A Wing** , admeasuring a carpet area of **40 Sq. Meters** (which is inclusive of **2.75 Sq. Meters** carpet area of balconies/balconies ,if any) on the **4th Floor**, of R.C. Sheetal Co.op. Housing Society Limited, building known as **SHEETAL APARTMENT**, situated Behind Sheetal Cinema, Rajaram Chavan Marg, Off L.B.S Marg, Kurla (W), Mumbai 400 070 at Mumbai Suburban District bearing Survey No. 225, Hissa No.1A (Part) new **C.T.S No. 212 (A)** in the revenue village of Kurla-1 Taluka of Mumbai Suburban District.

**IN WITNESS WHERE OF** the parties hereto have hereunto set and subscribed their respective hands to this Agreement on the day and year first hereinabove written.

SIGNED AND DELIVERED by the  
With in named **SELLER)**

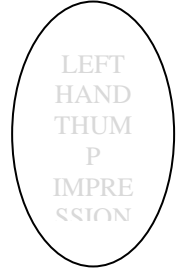
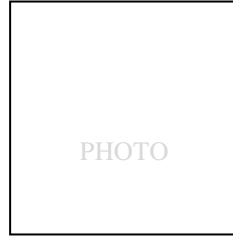
**1] MR. JAGDISH  
RAGHUNATH SAWANT**

\_\_\_\_\_

In the presence of ...

1]

2]



**SIGNED AND DELIVERED** by the  
With in named **PURCHASERS**

**1] MR. NAGESH PUTTU SWAMI  
GOWDA**

\_\_\_\_\_

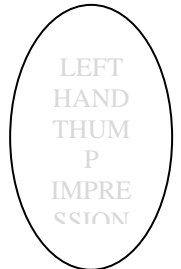
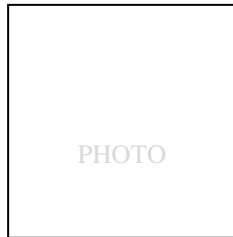
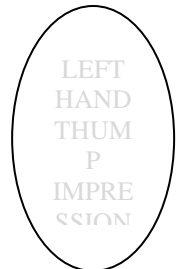
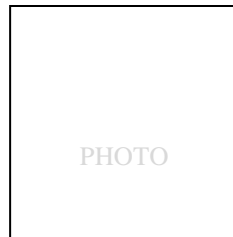
**2] MISS. NEHA NAGESH GOWDA**

\_\_\_\_\_

In the presence of ...

1]

2]



**RECEIPT**

WE, say received **Rs 24,50,000/- (Rupees Twenty Four Lakhs Fifty Thousand Only)** in the following way as per clause No.02 above as **part sale** consideration amount for Scheduled 'A' premises being sold by me to the **PURCHASERS**.

**RECEIPT DETAIL'S**

<b>Sr. No.</b>	<b>CHQ/UTR No.</b>	<b><u>Dated</u></b>	<b><u>Bank Branch</u></b>	<b><u>Amount</u></b>
1.			The Bharat Co.op.Bank Ltd., Kurla Branch	5,00,000/-
2.				
3.				
4.				
5.				
<b><u>TOTAL</u></b>				<b><u>24,50,000/-</u></b>
<b>(RUPEES TWENTY FOUR LAKHS FIFTY THOUSND ONLY)</b>				

\*Subject to realization of cheque

WE, SAY RECEIVED **Rs.24,50,000/-**



**MR. JAGDISH RAGHUNATH SAWANT**

Witnesses:

1.

2.