

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 1st day of March, 2025 **(1) MR. ROLAND TERRY RAPOSE**, aged 55 years, **(PAN NO.AENPR5640G)**, residing at E 1-4 B-2, Unnati Apartment, Sector 8, Near Manak Hospital, Nerul, Navi Mumbai, Thane-400706 and **(2) MR. ADRIAN TERRY RAPOSE**, aged 54 years, **(PAN NO.AGKPR6505R)**, Indian inhabitant, Residing at P-13/202, Shri Rameshwar CHS, Nupur Nagar, Behind St. Joseph Church, Mira Road (E), Thane, Maharashtra-401107, hereinafter referred to as the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors administrators and assigns) of the **One Part**.

A N D

MS. KARUNA SURESH NIKALJE, aged 46 years, **(PAN No.AFIPN8634E)**, Indian Inhabitant of residing at Room No.180, Shivraj Bhavan No.2, B. M. Marg, Elphinstone Road, Delisle Road, Mumbai-400013, hereinafter referred to as the **“TRANSFeree”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean

and include her heirs, executors administrators and assigns)
of the **Other Part.**

WHEREAS as per the Agreement for Permanent Accommodation 06.12.2013 executed between M/S. MINT MAGNA HOUSING LLP., a Limited Liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 as the Developers therein and SMT. STELLA TERRY RAPOSE as the "TENANT/OCCUPANT" therein and the said SMT. STELLA TERRY RAPOSE have Allotted one ownership Flat bearing Flat No.601, 6th Floor, A-Wing, Swami Sparsh Co-operative Housing Society Ltd., Magna Apartment, Fitwala Road, Prabhadevi, Mumbai-400013 (Hereinafter referred to as the "said Flat premises" more specifically mentioned in the schedule hereunder written) from M/S. MINT MAGNA HOUSING LLP. and Said Agreement for Permanent Accommodation has been registered before Joint Sub Registrar Mumbai City-3 vide Registration No.BBE-3/5822/2013, dated 06.12.2013.

AND WHEREAS the SMT. STELLA TERRY RAPOSE herein are the members of Swami Sparsh Co-operative Housing Society Ltd., a society registered under the Maharashtra Co-Op Societies Act 1960 vide Registration No.MUM/WGS/HSG/(TC)/9652/2019-20/YEAR-2019 Dated

25.06.2019 and as such a member of the above said ownership flat premises.

AND WHEREAS as per Gift Deed dated 29.01.2020 made and executed between said SMT. STELLA TERRY RAPOSE as the Donor therein and Transferors herein i.e. **(1) MR. ROLAND TERRY RAPOSE AND (2) MR. ADRIAN TERRY RAPOSE** as the Donee therein and the said SMT. STELLA TERRY RAPOSE had gifted her undivided share, right, title and interest over the abovesaid Flat Premises to Transferors herein i.e. **(1) MR. ROLAND TERRY RAPOSE AND (2) MR. ADRIAN TERRY RAPOSE** and said Gift Deed dated 29.01.2020 has been registered with Joint Sub Registrar Mumbai City-5, Vide Registration No.BBE-5/1270/2021, dated 29.01.2021.

AND WHEREAS now Transferors is the member of Swami Sparsh Co-Operative Housing Society Limited, a society registered under the Maharashtra Co-operative Societies Act, 1960 and as such member, said Transferors is the lawful owner of above said Flat Premises.

AND WHEREAS the Transferors are now absolutely seized and possessed of or otherwise well and sufficiently

entitled to deal with the said Flat premises in any manner whatsoever.

AND WHEREAS the Transferors have now agreed to sell, transfer and assign the said Flat to the Transferee and the Transferee have now agreed to purchase and acquire the said Flat, free from all encumbrances claims and demands for a total consideration of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs Only).

AND WHEREAS the parties now wish to put on record the terms and conditions of this agreement in writing which appear hereinafter.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Transferors hereby agree to sell and transfer and the Transferee hereby agree to purchase and acquire the ownership Flat bearing Flat No.601, 6th Floor, A-Wing, Swami Sparsh Co-operative Housing Society Ltd., Magna Apartment, Fitwala Road, Prabhadevi, Mumbai-400013, for total consideration of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs Only).

2. The Transferee has paid to the Transferor a sum of Rs.68,95,000/- (Rupees Sixty Eight Lakhs Ninety Five Thousand Only) as and by way of part payment out of total

consideration of sale and transfer of the above said Flat premises, the receipt of which the Transferors do hereby admit and acknowledge.

3. The Transferee shall deduct and pay a sum of Rs.1,05,000/- (Rupees One Lakh Five Thousand Only) as a 1% TDS Charges as per the provisions of Section 194IA of the Income Tax Act, 1961 to the Government on PAN Account of the Transferors on above said total consideration amount. The Transferee shall also provide the TDS certificate to the Transferors within the time as specified in the Income Tax Act 1961.

4. It is agreed by and between the parties that the Transferee shall pay the balance consideration amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) to the Transferors by obtaining a loan within a period of 60 days from the date of registration of this Agreement availing Housing Loan from Bank / Financial Institution.

5. The Transferors shall hand over the exclusive occupation and peaceful possession of the said Flat to the Transferee on receipt of the aforesaid full consideration from the Transferee.

- 6.** The Transferors further declare that :-
- (a)** They are the sole and absolute owners and are seized and possessed of the said Flat and nobody else has any interest or is interested therein either as a co-partner, co-owner or otherwise howsoever.
- (b)** The said Flat is free from all encumbrances and charges. It is not in any way affected by any attachment, before or after judgment or any prohibitory order.
- (c)** The Transferors have subsisting, valid and legal right, power and authority to sell the said Flat and all their rights, title and interest in the said Flat and ownership rights in the said Flat to the name of the Transferee and to hand over him the vacant and exclusive possession of the said Flat as per the rules regulations and bye-laws of the concerned authorities.
- (d)** They have not entered into any agreement with any other person/s in respect of the said Flat premises.

- (e)** They have as not assigned, transferred their right, title and interest in the said Flat premises to any other person/s.
 - (f)** They have not done or allowed or permitted to be done any act, deed or thing that resulted or may tantamount or result in encumbering, charging, alienating or creating a lien or charge in any manner, whatsoever in upon the said Flat.
 - (g)** They have not mortgaged, alienated or created on or upon the said flat to any person or persons or firm or company or bank and same is free from all encumbrances.
- 7.** The Transferors has duly observed and performed the rules, regulation and bye-laws of the concerned authorities and have paid up-to-date the contribution of the water, electricity, maintenance and other outgoings payable by the Transferors in respect of the said Flat premises till date.
- 8.** The Transferors shall obtain the No Objection Certificate and necessary permission from the concerned authorities for transfer of the said Flat premises to the name of the Transferee.

9. The Transferors do hereby further covenant with the Transferee that the Transferee shall henceforth quietly and peacefully possess, occupy and enjoy the said Flat premises without any hindrance, demand, interruption or objection by the Transferors or any other person or persons claiming through or under or in trust for the Transferors.

10. The Transferee shall be entitled to HAVE AND HOLD the possession of the said Flat and the Transferee shall hold the same unto and to the use and benefit of the Transferee, his heirs, successors and assigns forever, without any claim, charges, right, interest or lien of the Transferors or any person or persons lawfully claiming through or under them or in trust for her subject to payment by the Transferors of all taxes, assessment charges, duties in respect of the said Flat and if any competent authority demanded B.M.C. Assessment Tax in future then Transferors shall responsible for the amount of the said B.M.C. Assessment Tax.

11. The Transferee do hereby covenant with the Transferors that he shall abide by the rules and regulations and bye-laws of the society and 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 hereinafter make in respect of the said Flat.

12. The Transferee hereby agree to regularly pay all the Municipal Taxes, Maintenance charges and all other dues payable to the Society and/or concerned authorities including sinking fund, service charges, water charges and other dues due and payable to the society from the date on which the Transferors have put the Transferee in possession of the said Flat. However Transferors shall be liable and responsible for payment of all the taxes, dues and outgoing till handing over the possession of the Flat to the Transferee.

13. The Transferors hereby further agrees with the Transferee that they shall from time to time and at all times hereafter whenever called upon by the Transferee shall execute and sign all necessary documents affidavits, deed, things, papers and transfer forms in favour of the Transferee for the effectual transfer of the said Flat to the name of the Transferee as and when required in future till the transfer in the name of Transferee.

14. The Transferors agrees and undertakes to keep Transferee and indemnified from all action, charges, claims, demand and suit by person claiming any interest in respect of the said Flat.

15. The Transferors has no objection with respect to the said Swami Sparsh Co-operative Housing Society Ltd., admitting the Transferee as its members and issuance/ transfer of share certificate to the name of the Transferee for which the Transferors gives her free consent.

16. That the Transferee hereby agrees to become member of Swami Sparsh Co-operative Housing Society Ltd., and declare that she shall abide by the rules and regulations as framed by the said Society and bye-laws of the said Society.

17. That the Transferors have no objection for transfer of the Electricity Meter together with deposit if any and documents of the said Flat premises to the name of Transferee and also no objection for transfer to share certificate to the name of the Transferee.

18. The stamp duty and registration charges on this agreement shall be payable by the Transferee alone and Transferee and Transferors shall pay society Transfer Fee equally.

19. Transferee has given the public notice in Pudhari and Active Times News Papers on dated 22.02.2025.

20. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats

Act, 1963 (No. XLV of 1963) and Rules framed there under or any other provisions of law applicable hereto.

THE SCHEDULE OF THE PROPERTY

Flat No.601, admeasuring 369 Sq.ft. Carpet on 6th Floor, A-Wing, Swami Sparsh Co-operative Housing Society Ltd., Magna Apartment, Fitwala Road, Prabhadevi, Mumbai-400013, bearing C. S. No.866 & 867 of Lower Parel Division, within the limits of Registration District and Sub-District and Mumbai Suburban.

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

SIGNED AND DELIVERED BY THE]
WITHINNAMED, "**TRANSFERORS**"]
(1) MR. ROLAND TERRY RAPOSE]

(2) MR. ADRIAN TERRY RAPOSE]
In the presence of.....]
1.

2.

SIGNED AND DELIVERED BY THE]
WITHINNAMED, "**TRANSFEE**"]
MS. KARUNA SURESH NIKALJE]
In the presence of.....]

1.

2.

R E C E I P T

RECEIVED of and from within named, "TRANSFEREE" **MS. KARUNA SURESH NIKALJE**, a sum of Rs.68,95,000/- (Rupees Sixty Five Lakhs Ninety Thousand Only) as and by way of part payment out of total consideration amount of the aforesaid Flat premises as mentioned hereinabove. The details of the above said payment details are as under:-

1. Rs.1,00,000/- by Cheque No.551254, dated 14.02.2025, Cosmos Bank, Saki Naka Branch To **MR. ROLAND TERRY RAPOSE.**
2. Rs.1,00,000/- by Cheque No.551255, dated 14.02.2025, Cosmos Bank, Saki Naka Branch To **MR. ADRIAN TERRY RAPOSE.**
3. Rs.11,50,000/- by Cheque No.551256, dated 21.02.2025, Cosmos Bank, Saki Naka Branch To **MR. ROLAND TERRY RAPOSE.**
4. Rs.11,50,000/- by Cheque No.551257, dated 21.02.2025, Cosmos Bank, Saki Naka Branch To **MR. ADRIAN TERRY RAPOSE.**
5. Rs.20,00,000/- by Cheque No.005301, dated 25.02.2025, Cosmos Bank, Saki Naka Branch To **MR. ROLAND TERRY RAPOSE.**

6. Rs.1,97,500/- by Cheque No.005303, dated 27.02.2025,
Cosmos Bank, Saki Naka Branch To **MR. ROLAND TERRY
RAPOSE.**

7. Rs.1,97,500/- by Cheque No.005304, dated 27.02.2025,
Cosmos Bank, Saki Naka Branch To **MR. ADRIAN TERRY
RAPOSE.**

8. Rs.20,00,000/- by Cheque No.005305, dated 25.02.2025,
Cosmos Bank, Saki Naka Branch To **MR. ADRIAN TERRY
RAPOSE.**

WE SAY RECEIVED,

(1) MR. ROLAND TERRY RAPOSE

(2) MR. ADRIAN TERRY RAPOSE
TRANSFERORS

WITNESSES:

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