**AGREEMENT FOR SALE**

This agreement for sale is made and entered into and executed at Panvel on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**By and between**

**Mr. Gautam Shankar Jadhav**,adult, Indian Inhabitant, Occupation \_\_\_\_ having PAN NO.\_\_\_\_\_\_, residing at Flat No.505, Wing – B, Building No.7 Fifth Floor, Mansarovar Complex Co-operative Housing Society Limited, Sector 34, Kamothe, Panvel – 410 209, hereinafter called and referred to as “**the Seller**” (*which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, legal representatives, executors, administrators and assigns*) of the **ONE PART;**

**AND**

**1) Smt. Alka Ganpat Chandorkar,** having PAN No.:\_\_\_\_\_\_\_, **2) Mr. Rohit Ravindra Chandorkar**, having PAN No. \_\_\_\_\_ and **3) Mr. Rakesh Ravindra Chandorkar**, having PAN No.\_\_\_\_\_\_, all are adult, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called and referred to as “**the Purchasers**” (*which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heir, legal representatives, executors, administrators and assigns*) of the **OTHER PART.**

The Party of One Part and the Party of the Other Part are hereinafter collectively referred to as the “**Parties**”.

WHEREAS :-

1. By an Agreement for Sale dated 27.11.2001, duly registered with the Sub-Registrar of Assurance, Panvel, under document number PVL-8601-2001, executed between M/s. D’SILVA ENTERPRISES, having its office at C-304/305, Vashi Plaza, Sector 17, Vashi, Navi Mumbai – 400 705 (*hereinafter referred to as the “DEVELOPER”*), and Mr. Gautam Shankar Jadhav, the purchasers therein and the Seller herein, acquired and purchased all the rights, title, and interest in Flat No.505, Wing B, Building No.7, Fifth Floor, Mansarovar Complex Co-operative Housing Society Limited, Sector 34, Kamothe, Panvel, Dist. Raigad – 410 209, admeasuring 315 sq. ft. carpet area, within the residential complex constructed by the owner and developer on a piece and parcel of land situated at Plot Nos. 1, 2, 4, 5, and 19 to 26, Sector 34, Kamothe, Panvel, Dist. Raigad, Maharashtra – 410 209 (*hereinafter referred to as “****the Flat****”*). The aforesaid registration receipt is attached herewith and marked as “**Annexure – 1**.”
2. The purchaser therein has paid the full consideration and complied with all obligations under the terms of the said Agreement for Sale dated 27.11.2001. Pursuant to full payment, the DEVELOPER issued a Possession Letter dated 25.05.2003 to the purchaser therein, thereby handing over possession of the Flat. The aforesaid Possession Letter dated 25.05.2003 is attached herewith and marked as “**Annexure – 2**.”
3. The DEVELOPER obtained an Occupancy Certificate for the said residential building on Plot Nos.1, 2, 4, 5, and 19 to 26, Sector 34, Kamothe, from the concerned authority on 27.10.2003. A copy of the aforesaid Occupancy Certificate dated 27.10.2003 is attached herewith and marked as “**Annexure – 3**.”
4. By virtue of an aforesaid Agreement for Sale dated 27.11.2001 registered with the Sub-Registrar of Assurance, Panvel, under document number PVL-8601-2001, Mr. Gautam Shankar Jadhav, the seller herein had purchased and acquired all the rights, title and interest in the said Flat and thus is entitled to sell, alienate, transfer, or dispose off in any manner without any hindrance to any person and holds an absolute title over the same.
5. The seller is the member of **Mansarovar Complex Co-operative Housing Society Ltd** bearing registration no. N.B.O.M./CIDCO/H.S.G./(T.C.)/6430/JTR 2015-2016 (“**the society**”). As a bonafide member of the said society, the said society has issued 10 (ten) fully paid shares of Rs.50/- (Rupees Fifty Only) each bearing Share Certificate No. 452 having distinctive Number 4511 to 4520 (“**the Shares**”). The said flat and the said shares are collectively referred to as the said “**Premises”**, hereinafter. Copies of Society Registration Certificate and the aforesaid share certificate bearing no.452 having distinctive number 4511 to 4520 is being attached herewith and marked as **“Annexure – 4” and “Annexure – 5”** respectively.
6. The Seller is entitled to sell, transfer, convey and assign all their rights, title, and beneficial interest in the said Flat and the said Shares in favour of the Purchasers and the Purchasers have verified the above facts and inspected the Flat and original title documents and satisfied themselves.
7. The Purchasers have agreed to purchase and acquire from the Seller all their rights, title, and beneficial interest of the Seller in the said Premises free from encumbrances and reasonable doubts, which the Seller has agreed to sell and transfer upon the terms and conditions recorded hereinafter.
8. The Seller has applied for receiving a letter from the said society stating that the said society has no objection to transfer the said Flat to the Purchasers and admitting the purchasers as member of the society. The said society has issued an NOC expressing no objection in selling the said Flat to the Purchasers hereto. Copy of NOC issued by the society is being attached herewith and marked as “**Annexure -6**”.
9. The Purchasers herein are deemed to have verified the title to the said Flat independently and on execution of the presents are deemed to have accepted the title of the Sellers to the said Flat as clear and marketable & free from all encumbrances.

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreed by and between the parties hereto as follows: -

1. That the Seller hereby agree to sell, transfer, convey and assign all their rights, title, and interest in the said Flat bearing Flat No.505, Wing B, Building No.7, Fifth Floor, Mansarovar Complex Co-operative Housing Society Limited, Sector 34, Kamothe, Panvel, Dist. Raigad – 410 209, admeasuring 315 sq. ft. carpet area together with all rights, title and beneficial interest in the said 10 (ten) fully paid shares of Rs.50/- (Rupees Fifty only) each bearing share certificate No. 452 having distinctive Number 4511 to 4520 of the said society, to the Transferee free from all the encumbrances and reasonable doubts for the total consideration of **Rs.38,20,000/- (Rupees Thirty Eight Lakhs Twenty Thousand Only).**
2. The Purchasers have agreed to pay the total consideration of Rs.38,20,000/- (Rupees Thirty Eight Lakhs Twenty Thousand Only)in the following manner: -
3. A sum of Rs.50,000/- (Rupees Fifty Thousand Only) has been paid on 22.02.2025 through cash and a sum of Rs.2,70,000/-(Rupees Two Lakhs Seventy Thousand Only) has been paid on the date of execution of this agreement. In aggregate an amount of Rs.3,20,000/- (Rupees Three Lakhs Twenty Thousand Only) as a part-payment of total consideration has been paid by the Purchasers to the Seller and the Seller received and acknowledged the receipt herewith for confirming the sale of Flat between the parties hereto.
4. The Balance consideration of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) to be paid within 45 days from the date of execution of the present agreement.
5. Simultaneously upon receipt of the full consideration as stated in sub-clauses 2 (ii) above, the seller shall deliver to the purchasers as owner thereof along with the Original Share Certificate in respect of the membership of the Society and other relevant original title deeds including the original agreement for sale dated 27.11.2001 along with original receipt, and original No Objection Certificate (NOC) issued by the society.
6. The Seller has applied to obtain No-objection Certificate from the said society stating that the society has no objection in transferring the said shares in the name of the said Purchases and admitting the Purchasers as member of the said society and original of which shall be handed over to purchasers on or before the competition of this transaction.
7. The sale shall be completed within 45 days from the date of execution of the present Agreement i.e., on or before \_\_/\_\_/\_\_\_, against payment of balance consideration of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) to the seller, as provided under sub-clause 2(ii). The date of payment of consideration as provided under sub-clause 2(ii) shall be the essence of this contract. The Seller shall handover the vacant possession of the Flat immediately on receiving the full consideration.
8. In case the Purchasers fails to make the payment of the balance consideration as provided in the clause 5 above, the Seller shall give notice of 15 days addressed to the Purchasers at the hereinabove mentioned address by registered post demanding the said payment. Thereafter if the purchasers fails to make the payment of balance consideration within the said 15 days of notice, this agreement stands null and void and stands terminated automatically and an amount equal to 50% of the part payment made by the Transferee to the Seller stands forfeited and the balance 50% shall be paid back to the purchasers without interest and the Seller shall be at liberty to dispose off and free to deal with the said Flat such as lease, sale and transfer of the said Flat to any third party and that all the obligations of the Seller under this agreement shall be null and void and non-enforceable. However, the Seller at their option may accept the delay in payment of balance consideration after the said 15 days’ notice within the next 15 days condoning the delay in payment of balance consideration giving a valid effect to this agreement. For the purpose of clarity if the Transferee fails to make the payment of entire balance consideration within the said 15 days’ notice period or further 15 days at the option of the Seller then this agreement shall become null and void and stands terminated automatically.
9. The Seller have agreed to handover to the Purchasers all the original documents such as (1) Agreement for Sale dated 27.01.2001 (2) NOC issued by the said society (3) Share certificate (4) Stamp duty paid receipt and registration receipt and other relevant original documents/papers after the payment of entire consideration.
10. After the completion of sale, (1) the Seller shall by an appropriate writing resign as members of the said society and request the society to admit the Purchasers as a member of society in place of the Seller (2) the Purchasers shall apply to the said society to become member of the said society (3) The Seller and the Purchasers duly complete and sign requisite transfer forms and other relevant forms, declarations, documents, papers for transfer of the said shares from the name of the Seller to the name of the Purchasers.
11. The Seller do hereby covenant with the Purchasers as follows: -
12. That the Seller are sole and absolute owners and beneficiaries of the said premises which is duly standing in the name of the Seller in the books and all other records of the said society and are absolutely entitled to the same to all the incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said premises and except the Seller no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises;
13. The Seller has informed and promised the Purchasers that the said Flat /premises is free from all encumbrances and the same is not subject matter of any lien, mortgaged, and/or debts of whatsoever nature and the Seller has not created the right in favour of any third party in the said Flat and the title to the said Flat is clear and marketable and the Seller holds the absolute, right, title, and interest and absolute authority to sell, transfer, convey and assign their rights without any interruption from any sources.
14. Notwithstanding any act, deed, matter, or thing whatsoever done, omitted by the Seller or any person or persons lawfully and equitably claiming by, from, through, or in trust from the Seller, the Seller have full powers and absolute authority in their own rights to transfer the said premises and to relinquish and transfer all their rights, title, and interest therein in favour of the said Purchasers.
15. That neither the Seller nor any one on their behalf has committed or omitted any act, deed, matter or thing whereby their holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said premises and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and their other rights, title and interest therein become liable to attachment and/or sale whether be a decree or order of the Competent Court or otherwise.
16. That the Seller have not created or purported to create, any tenancy license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party have any right, title or interest, claim or demand into or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever. There are no outstanding dues to the Society on account of any maintenance bill and further that the Seller shall as long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights or whatsoever nature in respect of the said premises.
17. That the Purchasers shall on completion of the purchase, peacefully and quietly be entitled to hold and own the said flat and the shares and all incidental rights thereto including the right to enter upon and remain in sole occupation and enjoyment of the said premises and/or any part thereof in the Purchasers own right without any let, hindrance, interference, disturbance, interruption, claim, eviction or demand whatsoever from the Seller and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Seller;
18. That the Seller have duly complied with, observed, performed with all the Rules, regulations, and Bye-laws of the said Society and that the Seller have neither received any notice from the said Society for or in relation to any breach of any of the Rules, regulations and Bye-laws of the said society nor are there any actions or proceedings pending against the Seller instituted by the said Society or any member of the said Society in respect of the said premises including any notice or any action for expulsion or termination of the Seller as the members of the said Society.
19. That the Seller have not received any notice for acquisition or requisition of the said flat and/or the said shares.
20. It is expressly agreed and understood by and between the parties hereto that prior to the execution hereof the Seller have provided the Purchasers with copies of all the title Deeds documents and the Purchasers have verified, investigated, ascertained, inspected, and familiarized themselves as regards the right, title and interest and the nature, condition, and area thereof of the Flat and fully satisfied.
21. The Purchasers expressly agree and understand that the Seller shall handover the vacant possession of the Flat on receiving the entire consideration amount as agreed upon.
22. The Seller shall sign all the required documents and papers for transfer of the Gas and electricity meter and Consumer Number in the name of the Purchasers at the cost of the Purchasers and the Seller shall have no claim on the security amount lying with the Gas/Electricity Utility Company.
23. The Purchasers do hereby agree and covenant to become members of the Society and to abide by, observe and perform all the Rules and Regulations and Byelaws of the said society, from time to time, in force.
24. The Seller shall sign and execute, at the cost of the Purchasers, in favour of the Purchasers necessary applications, forms, deeds and other documents or writings as may be reasonably required by the society for transfer of the said shares and the said flat and right to possess, use, occupy and enjoy the said Flat in favour of the Purchasers and for implementing the terms of this Agreement.
25. The stamp duty, registration charges and the transfer fee or premium amount if any payable to the aforesaid housing society shall be borne and paid by the Purchasers alone.
26. The Seller shall bear and pay all the outgoings in respect of the said flat including all rates, taxes and charges for consumption of electricity, Gas, water etc. and all dues and charges payable to the said society and/or to any other authorities till the date of handing over the vacant possession of the said flat and the Purchasers shall bear and pay all such outgoings, dues and charges to the said society from the date of receiving the vacant possession of the said flat and shall take necessary steps to transfer the electricity and gas in the name of purchasers at the cost of the purchasers.
27. The Seller agrees to do all such further acts and execute all such further writings as may be necessary to give effect to the provisions of this agreement and effect the sale and transfer of the said flat in the manner herein contemplated.

**SCHEDULE ABOVE REFERRED TO**

Flat No.505, Wing B, Building No.7, Fifth Floor, Mansarovar Complex Co-operative Housing Society Limited, Sector 34, Kamothe, Panvel, Dist. Raigad – 410 209, admeasuring 315 sq. ft. carpet area, within the residential complex constructed by the owner and developer on a piece and parcel of land situated at Plot Nos. 1, 2, 4, 5, and 19 to 26, Sector 34, Kamothe, Panvel, Dist. Raigad, Maharashtra – 410 209

Share certificate bearing No.452 having distinctive numbers 4511 to 4520 for 10 (Ten) fully paid up shares of Rs.50/- (Rupees Fifty Only) each issued by the said society.

**RECEIPT**

RECEIVED from the day and year first herein above written from **Smt. Alka Ganpat Chandorkar, 2) Mr. Rohit Ravindra Chandorkar**, and **3) Mr. Rakesh Ravindra Chandorkar**, within the named purchasers the sum of Rs.\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_ Only) by the following RTGS/NEFT/UPI mode of payment by the Purchasers to the Seller.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Amount  (₹) | Amount in words (₹) | Transaction Ref. No. | Drawn from the Bank |
| 22.02.2025 | 50,000 | Rupees Fifty Thousand Only | Paid through Cash | -- |
|  | 2,70,000 | Rupees Two Lakhs Seventy Thousand Only |  |  |

Rs.\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_ Only)

**I SAY RECEIVED**

**Seller**

**Gautam Shankar Jadhav**

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and on the day and the year first herein above stated.

SIGNED, SEALED AND DELIVERED )

by the within names “Seller” )

**Mr. Gautam Shankar Jadhav** )

in the presence of )

1. )

2. )

SIGNED, SEALED AND DELIVERED )

by the within names “Purchasers” )

**1) Smt. Alka Ganpat Chandorkar** )

)

**2) Mr. Rohit Ravindra Chandorkar** )

)

**3) Mr. Rakesh Ravindra Chandorkar** )

in the presence of )

1. )

2. )