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## AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this 23 day of June 2023, between, **MR. SANJAY JANARDAN PATIL**, aged about 59 years, Adult, Canadian inhabitant, (PAN – AKLPP3333J) and **MRS. VARADA SANJAY PATIL**, aged about 56 years, Adult, Canadian inhabitant, (PAN – AKIPP7058D); Both having permanent address 215 Mississauga Valley Blvd., Unit 14, Mississauga, ON, L5A 1Y7, Canada; Both represented through their Power of Attorney holder **MR. SUDHIR JANARDAN PATIL** aged about 67 years, residing at 307 Everest Heights, Lake Home Complex, Powai, Mumbai – 400 076; hereinafter together called the “**TRANSFERORS**” (which expression shall unless it be repugnant to the context or meaning thereof includes their legal heirs, executors, administrators, and assignees etc.) of the **FIRST PART**.

AND

**MR AJIT ANAND SABNIS**, aged 51 years, Adult, Indian inhabitant, (PAN – AELPS8855G); 2) **MRS. VARSHA AJIT SABNIS**, aged 50 years, Adult, Indian inhabitant, (PAN – AXHPS4342P); 3) **MS. ANAGHA ANAND SABNIS**, aged 76 years, Adult, Indian inhabitant, (PAN – BIJPS3608E); all three currently staying on leave and license basis at 23 Aardra, Tarangan II CHS, Kusumagraj Marg, Behind Korum Mall, Thane (W) – 400606; hereinafter together called the “**TRANSFEREES**” (which expression shall unless it be repugnant to the context or meaning thereof includes their legal heirs, executors, administrators and assignees etc.) Of the **SECOND PART**.

**WHEREAS:**

1. The TRANSFERORS own on ownership basis Said Flat being Flat No. 23, Building No. 11, admeasuring 913 sq. ft. (84.85 sq. meters) built up area or thereabouts, Second Floor, Aardra, Tarangan II Cooperative Housing Society Ltd, Near Cadbury Compound, Pokharan Road No. 1, Thane (W) – 400 606; in the building registered with the DEPUTY Registrar Cooperative Housing Societies, Thane, vide TNA(TNA)/HSG/(T.C)/18595 dated 30/04/2007.
2. The TRANSFERORS have paid up the full consideration payable by them towards the Said Flat to “KALPATARU SOHAM PROPERTY DEVELOPERS PVT LTD” vide registered agreement no. 112234790257 on 23/10/1997 and have been the owner of the Said Flat in the said building and are regular and lawful members thereof.
3. The TRANSFERORS have NOT mortgaged the Said Flat with any financial institute. They have all original documents of the Said Flat in their possession.
4. The TRANSFERORS have now agreed to sell the Said Flat to the TRANSFEREES and the TRANSFEREES have agreed to purchase the same from the TRANSFERORS on ownership basis.
5. The Parties hereto have agreed upon the terms and conditions in respect of the said sale of the Said Flat.
6. The Parties hereto being now desirous of recording the said terms and conditions in writing.

**NOW THEREFORE THIS INDENTURE WITNESSETHS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The TRANSFERORS have agreed to sell and The TRANSFEREES have agreed to purchase Flat No. 23, admeasuring 913 sq. ft. built up area, Second Floor, Building No. 11, Aardra, Tarangan II Cooperative Housing Society Ltd, Near Cadbury Compound, Pokharan Road No. 1, Thane (W) – 400 606; bearing Final Plot No 23, 25, and 31 of TPS-1, Village Panchpakhadi, Tal. and Dist. Thane; free of all encumbrances and liabilities at the lump-sum price of Rs. 1,80,00,000 (Rs. One Crore Eighty Lakhs Only). The TRANSFEREES shall pay the total amount of consideration to TRANSFERORS, as under:
  - i. A sum of Rs. 6,94,400/- (Rs. Six Lakh Ninety-Four Thousand Four Hundred Only) through online banking, day before the Date of Registration.
  - ii. Rs. 43,05,600/- (Rs. Forty-Three Lakh Five Thousand Six Hundred Only) TRANSFEREES shall pay TDS @ 23.92% on sale of property Form 16A on behalf of TRANSFERORS and same is to be deducted from the total amount of consideration. The TRANSFEREES will deduct a sum of Rs. 43,05,600/- (Rs. Forty-Three Lakh Five Thousand Six Hundred Only) as Tax Deducted at Source and remit the same to the Income Tax Department. The TDS Paid Challan and TDS Certificate of the amount of Rs. 43,05,600/- in Form 16A shall be submitted by the TRANSFEREES to the

TRANSFERORS, within 7 days from the Date of Registration of this Agreement.

- iii. Balance amount of **Rs. 1,30,00,000/- (Rs. One Crore Thirty Lakhs Only)** will be paid by obtaining loan from a financial institute, within 45 days from Date of Registration.
- iv. That the "TRANSFEREES" shall make the balance payment of **Rs. 1,30,00,000/- (Rs. One Crore Thirty Lakhs Only)** within 45 from the Date of Registration, as aforesaid, more particularly mentioned in the clause hereinabove. Time being the essence of this Agreement.
- v. It is pertinent to note here that the transaction envisaged hereunder is with the clear understanding that the "TRANSFEREES" shall complete the monetary transaction within 45 days from the Date of Registration of this Agreement. Therefore, if the "TRANSFEREES" fails to pay the balance price or consideration within 45 days from the Date of Registration, as aforesaid more particularly mentioned hereinabove, then in that situation, it is specifically agreed between the parties that the "TRANSFEREES" shall pay the balance amount along with interest @ 12% per annum, only up to 30 days further, to which the "TRANSFEREES" have agreed by executing these presents.
- vi. However if the "TRANSFEREES" fails to pay the balance price or consideration within 45 from the Date of Registration, as aforesaid more particularly mentioned in clause hereinabove as well as along with the interest on the balance payment for further 30 days, then in that situation, this Agreement shall be

can terminate this Agreement and upon such termination of the Agreement as aforesaid, the "TRANSFERORS" shall forfeit an amount of Rs. 5,00,000/- (Rs. Five Laacs only) and return the balance amount that shall have been received by them from the "TRANSFEREES" ONLY after both the parties hereto executing and Registering the Cancellation Deed for nullifying the effect of this Agreement.

vii. It is pertinent to note here that presently the TRANSFEREES are staying in the Said Flat as a Licensee based on Leave and License Agreement no. 5970 dated 8<sup>th</sup> April 2022. The TRANSFEREES hereby agree and undertake to pay the License fees as more particularly mentioned in the said Leave and License Agreement no. 5970 dated 8<sup>th</sup> April 2022 to the TRANSFERORS, till entire consideration of this agreement is paid by the TRANSFEREES to the TRANSFERORS. Until the entire consideration of this agreement is paid by the TRANSFEREES to the TRANSFERORS, within the stipulated time, as more particularly mentioned hereinabove, the TRANSFEREES shall remain as Licensees only in respect of the Said Flat AND shall not get any benefit under this Agreement, till entire consideration under this agreement is paid by the TRANSFEREES and credited to the account of the TRANSFERORS.

2. If TRANSFEREES decide to cancel the agreement after Registration, from their side because of some reason then TRANSFERORS will return the amount which the TRANSFEREES have already paid to the TRANSFERORS till date without interest within 7 days of

cancellation of this agreement and only after both the parties hereto executing and Registering the Cancellation Deed for nullifying the effect of this Agreement. In this case, the TRANSFERORS shall not be liable to return the amount of TDS, if paid by the TRANSFEREES, within 7 days of cancellation, as it will not be in the custody of the TRANSFERORS. The TRANSFERORS will not be able to return the TDS, if any paid by the TRANSFEREES, as per the provisions of law to that effect.

3. If TRANSFERORS decide to cancel the agreement from their side after Registration, because of some reason then TRANSFERORS will return the whole amount to TRANSFEREES paid till date without interest within 7 days of cancellation of this agreement and only after both the parties hereto executing and Registering the Cancellation Deed for nullifying the effect of this Agreement; if days exceeded more than 7 days, then interest @ 12% pa is payable.
4. TRANSFERORS shall handover possession of the Said Flat to TRANSFEREES only after full and final payment/payment of entire consideration amount is made by the TRANSFEREES and credited to the account of TRANSFERORS under this agreement.
5. After receipt of the entire consideration amount, TRANSFERORS herein hereby agree and undertake to sign and execute and or got signed and executed all such necessary application, form, deed, matter, and things as may be necessary under society bye laws at any time in future.
6. The TRANSFERORS hereby agree, admit, and declare that the Said Flat is free from all encumbrances, claims and demand whatsoever and that the TRANSFERORS have not mortgaged, encumbered,

any application, form, or document for and on their behalf and to do all and whatsoever may be necessary for and in respect of the Said Flat and transfer thereof in favor of the TRANSFEREES at any time in future once final payment is made by the TRANSFEREES.

11. The TRANSFERORS declare that all the rules and regulations in force and byelaws of the housing society applicable to the said housing society have been observed by them.
12. The TRANSFEREES hereby declare that they have taken inspection of the Said Flat in all respect and the Said Flat is in order.
13. The TRANSFERORS hereby agree that they shall transfer the electric meter in regards to electricity to the name of the TRANSFEREES herein. The TRANSFERORS hereby agree to sign the various forms as per the provisions of the various Acts and cooperate the TRANSFEREES for completing all formalities in connection with the said matter.
14. The TRANSFEREES shall bear the amount to be spent towards Stamp Duty, Registration, etc. payable for this sale/transfer, and shall pay any fees payable to the Advocate.
15. The TRANSFERORS have also agreed to transfer in favor of the TRANSFEREES the five shares issued by the said housing society numbered 31 to 35 bearing Share Certificate No. 7 as aforesaid in their favor together with all their right and interest, as a member of the said housing society.
16. The Society Transfer charges will be borne by the TRANSFEREES.

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**SCHEDULE OF THE PROPERTY**

**Flat No 23, admeasuring 913 sq. ft. built up area, Second Floor, Building No. 11, Aardra, Tarangan II Cooperative Housing Society Ltd, Near Cadbury Compound, Pokharan Road No. 1, Thane (W) – 400 606; bearing Final Plot No. 23, 25, and 31 of TPS-1, Village Panchpakhadi, Tal. and Dist. Thane,**

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS  
ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, AND DELIVERED

By the within named "TRANSFERORS"

**SANJAY JANARDAN PATIL**

**(Through attorney- Sudhir Janardan Patil)**

In presence of

1) )

2) )

**VARADA SANJAY PATIL**

**(Through attorney -Sudhir Janardan Patil)**

In presence of

1) )

2) )

SIGNED, AND DELIVERED

By the within named "TRANSFEREES"

**AJIT ANAND SABNIS**

In presence of

1) )



RECEIPT

Date: \_\_\_/\_\_\_/2023

Received with thanks from AJIT ANAND SABNIS, VARSHA AJIT SABNIS AND ANAGHA ANAND SABNIS; a sum of Rs. 6,94,400/- (Rs. Six Lakh Ninety-Four Thousand Six Hundred Only). The details are as follows:

- A sum of Rs. 6,94,400 (Rs Six Lakh Ninety-Four Thousand Six Hundred Only) paid by online banking as part payment of the Agreement for Sale of Flat No. 23, Building No. 11, Second Floor, Aardra, Tarangan II Cooperative Housing Society Ltd, Near Cadbury Compound, Pokharan Road No. 1, Thane (W) – 400 606 hereinabove mentioned.

We say, Received.

**SANJAY JANARDAN PATIL**

(Through attorney- Sudhir Janardan Patil)

**VARADA SANJAY PATIL**

(Through attorney- Sudhir Janardan Patil)

WITNESSES:

- 1)
- 2)

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Development Lands and more particularly of the said Building and the plans, designs and specifications thereof and of all such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOF Act") and the rules made thereunder and all other documents relating to the Development Lands have all been heretofore furnished by the Promoters to the Purchaser which is hereby acknowledged.

- VIII. While sanctioning the building plans, the TMC has laid down certain conditions, stipulations and restrictions to be observed and performed by the Promoters. Upon due observance and performance thereof only the Occupation and Completion Certificate in respect of the said Building would be granted by the TMC ;

The Purchaser has made the Declaration/Averments as prescribed under the provisions of the Maharashtra Co-Operative Societies Act, 1960 and the U.L.C.Act.

NOW IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1(A) The Promoters shall construct the said Building (wherein comprised are the said premises agreed to be acquired by the Purchaser as hereinafter contained) in accordance with the plans and specifications approved by the TMC and copies whereof have been furnished to the Purchaser. The Promoters have informed the Purchaser that they propose to construct Swimming Pool, Health Club, Community Hall on certain portions of the Development Lands. The Promoters shall, however be entitled to make any variations, alterations or amendments in the layout/s or in the said plans or specifications of the Buildings/Row Houses etc.

1(B) The Purchaser agrees to acquire from the Promoters Flat/ Duplex Flat/ Penthouse with terrace attached thereto, (Built-up area whereof is 913 sq.ft. approximately) on the 2<sup>nd</sup> floor in the said Building No. 11

21. The Purchaser undertakes immediately after execution of this Agreement to lodge the same, for registration with the Sub-Registrar of Assurances at Thane and pay the charges thereof and shall within two days after lodging the same intimate to the Promoters of his having done so together with the date and serial number and receipt number under which the same is lodged for registration.

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

**THE FIRST SCHEDULE :**

(Description of the entire property belonging to the 1st Holder)

ALL THOSE PIECES OR PARCELS of land or ground bearing Final Plot No. 25 and Final Plot No. 31 situate at 1st Pokharan Road (Village Panch Pakhadi) Thane Town Planning Scheme, Thane No. 1 of 1975 respectively admeasuring 82481.76 square metres and 11,539.30 square metres (which excluding 2485 square metres acquired by the Government from Final Plot No. 31) together admeasuring 94021.06 square metres or thereabout and bounded as follows : On or towards the North partly by Final Plot No. 24 and partly by Pokhran Road No. 1, On or towards the South - partly by Final Plot Nos. 33, 491 & 34, On or towards the East - partly by Service Road and Eastern Express Highway and On or towards the West - by Final Plot Nos. 24, 23 & 30 and shown on the Plan Exhibit 'B1'

**THE SECOND SCHEDULE:**

(Description of the lands under development)

ALL THOSE PIECES OR PARCELS of land under the Final Plot No. 31 admeasuring 11539.30 square metres or thereabouts and part of Final Plot No. 25 admeasuring 47418.70 square metres or thereabouts together admeasuring 58958 square metres or thereabouts (being a portion of the entire property described in the First Schedule hereinabove) earmarked under the Town Planning Scheme for Residential use (Which includes two strips of land one running parallel to the T.P. Service Road in front of the existing factory premises of the Owners and other running between Pokhran Road and the factory premises of the Owners at the rear side of the factory

premises to be kept open to the sky and unbuilt) situate at 1st Pokharan Road, (Village Panch Pakhadi) Thane, of Town Planning Scheme Thane No. 1 of 1975 and bounded as follows and shown hatched in plan Exhibit 'B1'

- On or towards North : Balance part of property under Final Plot No. 25  
On or towards South : Final Plot No. 32  
On or towards East : Final Plot No. 26 and property belonging to MWSSB.  
On or towards West : Balance part of property bearing Final Plot No. 25 and beyond that Final Plot No. 30.

### THE THIRD SCHEDULE

ALL THOSE PIECES OR PARCELS of land hereditaments and premises bearing Original Plot No. 9 admeasuring 60903.5 sq. mtrs. situate at Thane, Pokhran Road No. 1,

- On or towards the North by F.P.No.22 & Pokhran Road No.1.  
On or towards the South by T.P. Road.  
On or towards the East by F.P. No. 24 & 25 (p)  
On or towards the West by T.P. road,

### THE FOURTH SCHEDULE

ALL those pieces and parcels of land hereditaments premises bearing F.P. No. 23\* of T.P.S. No. 1 admeasuring 48080 sq. mtrs. or thereabouts as shown in plan annexed here marked Annexure 'B-2' and bounded by -

- On or towards the North : by F.P. No.22 & Pokhran Road No. 1.  
On or towards the South : by F.P. No. 28, 29 & 30.  
On or towards the East : by F.P. No. 24 & 25 (p)  
On or towards the West : by T.P. Road.

### THE FIFTH SCHEDULE

ALL those pieces and parcels of land hereditaments bearing F.P. No. 23 (part) of T.P.S. No. 1 admeasuring 24601.51 sq. mtrs. or thereabouts as hatched in the plan annexed hereto marked Annexure 'B-2' and bounded by :

- On or towards the North : by F.P. No. 23(p)  
On or towards the South : by F.P. No. 28, 29 & 30  
On or towards the East : by F.P. No. 24 & 25 (p)  
On or towards the West : by T.P. Road



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in the First Schedule thereto as also in the Schedule hereto) in phased manner and have granted leave and licence to the Developers to enter into and upon the lands under development with liberty to the Developers to construct at their costs roads infrastructure and facilities and buildings and structures thereon for residential commercial and other permissible uses consuming FSI of 5326525 square feet approximately or such other FSI as may be available in respect of the lands under development in accordance with the plans and specifications as may be sanctioned by the authorities or bodies concerned and to sell the premises in the buildings to be constructed on what is popularly known as "Ownership basis" and have conferred upon the Developers rights authorities and powers to develop the lands under development (described in the Second Schedule to the Principal Agreement).

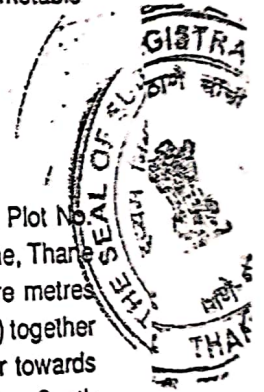
22. The searches caused to be taken by us at the Sub-Registries of Bombay, Bandra and Thane do not reveal any further registered dealings or incumbrances on the said property. We, however, observe that the name of the Company "Cadbury India Limited" have not been brought on the revenue records maintained by the Talathi's office at Thane and the Company should take necessary steps in that behalf.
23. We have investigated the title of the Company to the said property (described in the Schedule hereto) and have perused the title deeds and other papers produced to us and certify that, in our opinion, the title of the Company to the said property is clear, marketable and free from incumbrances.

### Schedule

ALL THOSE pieces or parcels of lands or grounds bearing Final Plot No. 25 and final Plot No. 31 situate at 1st Pokharan Road (Village Panchpakhadi) Thane of Town Planning Scheme, Thane No. I of 1975 respectively admeasuring 82481.76 square metres and 11,539.30 square metres (which excluding 2485 square metres acquired by the Government from Final Plot No. 31) together admeasuring 94,021.06 square metres or thereabouts and bounded as follows : On or towards the North partly by Final Plot No. 24 and partly by Pokharan road No. 1, On or towards the South partly by final Plot Nos. 33, 491 & 34 on or towards the east partly by Service Road and Eastern Express Highway and On or towards the West by Final Plot Nos. 24, 23 & 30.

Yours faithfully,

Sd/-  
For CRAWFORD BAYLEY & CO.



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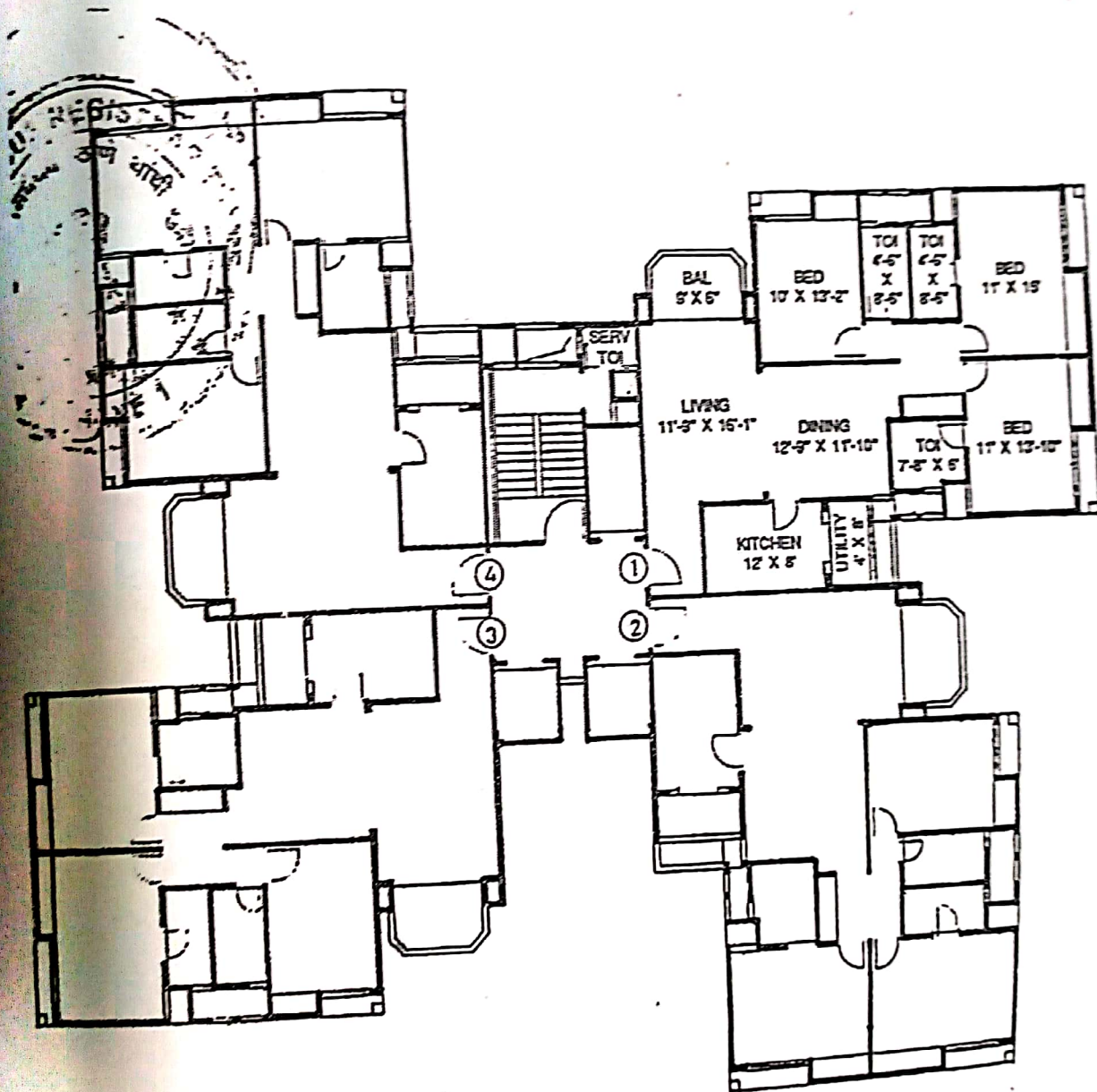
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EXHIBIT - 'D'



TYPICAL FLOOR PLAN  
BLDG. NOS. 1 TO 6

Proposed plan of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in Building No. \_\_\_\_\_ at Tarangan  
agreed to be acquired by the Party of the Second part as shown in the red colour.

Share Certificate No. **7**

Member's Register No. 07

*Sanskrit*  
*Verificate*

## TARANGCAN II

### CO-OPERATIVE HOUSING SOCIETY LIMITED

Final Plot No.31 (Part), Pokhara Road No.1, Cadbury Compound, Thane (W) 400 606.

(Registered under the Maharashtra Co-operative Society Act. 1960)

Registration No. TNA(TNA)/HSG/(TC)/18595 Dated 30.04.2007

This is to certify that Shri/Smt./M/s. MR. SANJAY JANARDHAN PATIL

MRS. VARADA SANJAY PATIL

AARDRA / 23 is the Registered Holder of 05 fully paid up share

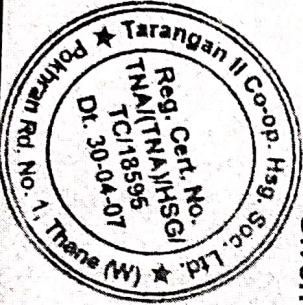
of Rs. FIFTY each numbered from 31 to 35 both inclusive, in

### TARANGCAN II CO-OPERATIVE HOUSING SOCIETY LIMITED

Thane subject to the Bye-laws of the said society.

Given under the Common Seal of the said Society at THANE

**This 29 day of April 2009**



*[Signature]*  
Hon.  
Chairman  
MR. V. R. SHETTY

*[Signature]*  
Hon.  
Secretary  
MR. D. R. GADEKAR

*[Signature]*  
Hon.  
Treasurer  
MR. R. S. SAWALE (P.T.O)

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 37)  
Occupancy Certificate

56

(For Building No. 5)

For Stilt + Seven Floors only.

V. P. No. 93/189/ TMC TDD / 24/3/93 Date 24/3/93

To, Shri. S.V. Deshmukh, (Architect)

Nishuban Apartment,

Rammaruti Road, Naupada, Thane-2.

For M/s. "Kalpataru" Soham Property Developers Pvt. Ltd. (Owner)

Sub: Occupation Certificate for the proposed  
Bldg. on land bearing F.P. No. 23 (Pt) T.P.S.  
No. 1, at Village Panchpakhadi, Thane.

Ref.: V. P. No. 93/189/

Your Letter No. 11572 dated 24/3/93.

Sir,

The part / full development work/erection /re-erection or alteration in/of building/ part building

No. 5 situated at Panchpakhadi Road/Street

Ward No. --- Sector No. --- F.P. No. 23 (Pt)  
(F.P.No.)

under the supervision of Shri. S.V. Deshmukh, Licensed  
Architect / Licence No. CA/76/3262.

may be occupied on the following Conditions.

Conditions :- 1) Thane Municipal Corporation will supply the water for drinking purpose as per the availability.

2) दि. १५/४/९५ रोजीच्या बांधकाम परवानगीमधील, दि. १३/१२/९५ रोजीच्या सी.सी. मधील व दि. १८/१०/९४ च्या इमारत क्र. ५ चे जोता प्रमाणमात्रामधील अंशक्रे अट क्र. [२५, २६] व अट क्र. [२, ३, ४ व ७] व अट क्र. २ बंधनकारक आहेत.

3) दि. १५/४/९५ रोजीचे बांधकाम परवानगीमधील अट क्र. ३३ व. पुढता इमारत क्र. २, ३ चे बांधकाम सुरु करण्यापूर्वी पूर्ण करावी.

3) दि. ११/२/९२ रोजीचे पाणीपुरवठा व ड्रेनेज विभागाचे दि. २४/२/९२ रोजीचे नाहरकत दाखल्यामधील अटी आपणांस बंधनकारक आहेत.

A set of certified completion plan is returned herewith



Yours faithfully,

By, City Engineer,

(Planning & Development)

Municipal Corporation of  
the city of Thane.

- 1) Collector of Thane.
- 2) Dy. Mun. Commissioner, Zone \_\_\_\_\_ TMC
- 3) E. E. (Water works), TMC
- 4) Assessor, Tax Dept. TMC
- 5) Vigilance Deptt. T. D. D. TMC



