

Draft for approval

AGREEMENT FOR SALE (PART PAYMENT)

THIS AGREEMENT made and entered into at New Mumbai, this th
day of June 2023 Between Shri. Anshul Krishna Mathur , age ---- Years,
(PAN NUMBER -----) Indian Inhabitant of presently residing at -----
----- hereinafter referred to as **“The Vendor/Transferor”** (which
expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include his legal heirs, executors, administrators,
legal representatives and permitted assigns) of the One Part; ,

A N D

Shri. K. Mukund Raj, **(PAN NUMBER AACPK8471F)** age 61 Years, Indian
Inhabitant, presently residing at:- Flat No. 101, 1st Floor, Building No. 26,
NRI Complex, Palm Beach Road, Near Delhi Public School, Sector 54, Plot
No. 54/56, Nerul, Navi Mumbai, Maharashtra, and hereinafter referred to
as the **“The Purchaser/Transferee”** (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and
include his legal heirs, executors, legal representatives and administrators
their successor or successors and assigns) of the Second Part

WHEREAS: -

- a. **WHEREAS**, The City and Industrial Development Corporation of Maharashtra Limited, a Government Company within the meaning of the Companies Act, is the New Town Development Authority declared for the area designated as a site for the New Town of New Bombay by the Government of Maharashtra in exercise of its Powers under sub-section (1) and 3 (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVIII of 1966).
- b. **WHEREAS**, the state Government is pursuant to Section 113 A of the MRTP Act is acquired the Lands described therein and vesting such lands described therein and vesting such lands in the Corporation for development and disposal interalia a piece and parcel of land situated at SEAWOOD ESTATE, Nerul Node, Navi Mumbai, District- Thane, (Hereinafter referred to as “the Said Land”)

- c. **WHEREAS**, The Cidco has Developed the said land and constructed on a portion thereof buildings consisting of ground + 13 floor and designated as A-2 Type buildings situated at SEAWOOD ESTATE, Nerul Node, Navi Mumbai, District- Thane,
- d. **WHEREAS**, By Vide Agreement to Sell registered with the Office of Sub-Registrar of Assurances bearing Registration No. ----- dated 06.05.1998, made and entered between **THE CITY AND INDUSTRIAL CORPORATION OF MAHARASHTRA LTD**, therein referred to as the Vendor of the One Part and **SHRI. MULANI LATA TIKAMDAS**, therein referred to as the Purchaser of the Other Part, the Vendor therein sold, transferred and conveyed unto the Purchaser therein by way of sale all its right, title and interest in respect of the said flat more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions contained therein.
- e. **WHEREAS**, By Vide Agreement for Sale registered with the Office of Sub-Registrar of Assurances bearing Registration No. TNN-3/5253/1998 dated 11.11.1998, made and entered between **SHRI. MULANI LATA TIKAMDAS**, therein referred to as the Vendor of the One Part and **1. ANSHUL MATHUR 2. SHRI. KRISHNA BEHARI MATHUR**, therein referred to as The Purchasers of the Other Part, the Vendor therein sold, transferred and conveyed unto The Purchaser therein by way of sale all its right, title and interest in respect of the said flat more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions contained therein.
- f. **WHEREAS**, By Vide Conveyance Deed registered with the Office of Sub-Registrar of Assurances bearing Registration No. TNN-3/5489/1998 dated 23.11.1998, made and entered between **SHRI. MULANI LATA TIKAMDAS**, therein referred to as the Vendor of the One Part and **1. ANSHUL MATHUR 2. SHRI. KRISHNA BEHARI MATHUR**, therein referred to as The Purchasers of the Other Part, the Vendor therein sold, transferred and conveyed unto The Purchaser therein by way of sale all its right, title and interest in respect of the said flat more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions contained therein.

- g. **WHEREAS**, By Vide Gift Deed registered with the Office of Sub-Registrar of Assurances bearing Registration No. TNN-3/5704/2016 dated 15.06.2016, made and entered between **SHRI. KRISHNA BEHARI MATHUR** therein referred to as the Donor of the One Part and **SHRI. ANSHUL MATHUR** therein referred to as The Donee of the Other Part, the Donor has agreed to The Donee therein by way of Gift Deed has assigned, transferred his 50% shares, right, title and interest in respect of the said flat more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions contained therein.
- h. Seawoods Estates Ltd, is public limited company, registered under the provisions of Companies Act, 1956, bearing Registration No. --- --dated -----, Shri. Anshul Mathur is the registered member of company and the company has allotted 100 shares of Rs. 10 each, of the said company, vide share certificate no. 0698, (Reg. folio no. A0049/26/201) bearing distinctive shares Sr no. to (hereinafter referred to as “the Said Society”).
- i. The Vendor/Transferor are the members of Seawoods Estates Ltd,, Pursuant to such membership, The Vendor/Transferor are in use, Occupation and Possession of Flat No. A2/26/F3/201, admeasuring 104.26 Sq Mtrs built up area, Second Floor, in the building No. 26, Seawoods Estate, Sector- 54/56, NRI Complex, Palm Beach Road, Nerul, Navi Mumbai, Maharashtra, alongwith parking space no. 26/201. **(More specifically mention in the First Schedule)**
- j. The Vendor are seized and possessed of and/or otherwise well and sufficiently entitled to –

Membership and Shares of Flat No. A2/26/F3/201, admeasuring 104.26 Sq Mtrs built up area, Second Floor, in the building No. 26, Seawoods Estate, Sector- 54/56, NRI Complex, Palm Beach Road, Nerul, Navi Mumbai, Maharashtra, alongwith parking space no. 26/201, and more particularly described in the Schedule hereunder written, (hereinafter referred to as “**the Said Flat** ”) along with i.e share certificate no. 0698, (Reg. folio no. A0049/26/201) bearing distinctive shares Sr no. 069701 to 069800 (Hereinafter referred to as “**the said Shares**”).

“The Said Flat” along with the fixtures, fittings excluding furniture’s and personal belongings of the Vendor, are hereinafter collectively referred to as **“the Said Premises”**.

The Vendor/Transferor has represented to The Purchaser/Transferee that their membership in the said society is valid and subsisting.

The Vendor/Transferor herein declares that their title over the said premises is marketable and free from all encumbrances, and he is entitled to sale and dispose of the said Premises.

AND WHEREAS The Vendor/Transferor has also declared that his membership to the said Society is valid and subsisting and is not terminated by the said Society and he has not received any notice of expulsion from the membership of the said Society, or any kind of notice restraining The Vendor/Transferor from transferring the said premises.

The Vendor/Transferor has agreed to sell, transfer and assign to The Purchaser and The Purchaser/Transferee have agreed to purchase and acquire from The Vendor/Transferor all the beneficial rights, title and interests of the Vendor in the said premises together with the right of use and occupation and possession thereof at or for aggregate price of Rs. 2,45,00,000/- (Two crore Forty Five Lacs Only).

The parties are desirous of recording the terms and conditions of this Agreement.

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

The recitals as contained herein above shall form an integral and operative part of this agreement as if the same are set out herein verbatim.

- a. The Vendor/Transferor doth hereby agree to sell, assign and transfer unto The Purchaser/Transferee and The Purchaser/Transferee do hereby agree to purchase and acquire from The Vendor/Transferor the said proposed shares of the Society, within the Municipal limits of Navi Mumbai Municipal Corporation, and within the Jurisdiction of the Sub-Registrar of Thane and more particularly described in the Schedule hereunder written together

with the right, title and interest of The Vendor/Transferor in the said Flat with the fixtures and fittings lying which are fixed in nature and situated in the said Flat at or for a price of Rs. 2,45,00,000/- (Two Crore Fourty Five Lacs Only) and this amount has been paid as follows:-

Date	Bank Branch	Cheque/PO No.	Amount
22.05.2023	HDFC Bank Seawoods Branch	000044	5,00,000/-

- a) Balance amount of Rs. 2, 40, 0000/- (Rupees Two Lacs Fourty Thousand Only) after passing loan from financial institutions.
- b) On receipt of full and final Consideration The Vendor/Transferor hereby agree to transfer to The Purchaser/Transferee the said shares along with the right, title, interest, privileges, benefits, advantages, profits, easements etc appurtenant to the said flat.
4. The Vendor/Transferor hereby covenant with The Purchaser/Transferee as follows:-
- (i) That he is sole and absolute owner of the said premises and the said shares and no other person or persons has or have any right, title, interest, property, claim or demand of any nature whatsoever in or upon the said premises either by way of sale, charge, lien, gift, trust, mortgage, inheritance, lease, easement or otherwise howsoever and that The Vendor/Transferor has good right, full power and absolute authority to sell and transfer the same to The Purchaser.
- (ii) That The Vendor/Transferor has neither mortgaged the said premises nor has they created any other right in favour of any third party nor equitable mortgage by depositing the title deed.
- (iii) That The Vendor/Transferor have not created any charge or encumbrance of any nature whatsoever on the said premises and the membership is not subject matter of any litigation nor are the same or any of them are attached either before or after judgment in the execution of any decree nor have they created any tenancy

or leave and licence in favour of anyone in respect of the said premises.

- (i) That The Vendor/Transferor has duly observed and performed all the rules, regulations and bye-laws of the said society and has duly paid to the said society upto date all their contribution of Cidco charges, municipal taxes, water electricity, maintenance and other charges and outgoings payable by them in respect of the said premises.
- (ii) That The Vendor/Transferor has paid taxes including property tax to the said society and agree to pay the taxes including property tax for the period till the date of handing over possession to The Purchaser, even if the notice is received subsequently.
- (iii) That The Vendor/Transferor shall immediately on receipt of the balance full and final consideration under this agreement, hereof handover vacant possession of the said premises to The Purchaser/Transferee and The Purchaser shall thereafter be entitled to peaceably hold, possess and enjoy the said premises.
- (iv) That The Vendor/Transferor will apply for the necessary permission in writing to the said society for the transfer of the said premises and the said shares in the name of The Purchaser/Transferee.
- (v) That he shall at the cost of Purchasers/Transferee whenever required to do so, from time to time and at all times hereafter, execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writings, papers for more perfectly securing and effectually transferring the said premises unto and to the use of The Purchaser/Transferee forever.
- (vi) That The Vendor/Transferor shall immediately on receipt of the balance full and final consideration shall handover all the original documents of title of the said premises, said share certificate if received and sinking fund certificates to The Purchaser/Transferee.
- (vii) That The Vendor/Transferor has paid stamp duty, Registration charges if any for the previous agreement/s in respect of the said premises and The Vendor/Transferor herein agree to pay

additional Stamp duty and Registration charges, if any. The Vendor shall indemnify and keep indemnified The Purchaser from and against all actions, claims, demands, costs, charges and expenses, claims as falling prior to the completion of this transaction and until vacant and peaceful possession of the said premises is handed over to The Purchaser.

The Vendor/Transferor doth hereby agree to give her irrevocable consent and No Objection to-

- (viii) Reliance Energy/MECB, and Mahanagar Gas Ltd to transfer all the deposits lying to the credit of The Vendor/Transferor in respect of the said premises to and in favour of The Purchaser/Transferee and further to transfer those meters in the name of The Purchaser.
- (ix) The Society to transfer all the monies and/or deposits including sinking fund lying with it in the name and/or credit of the Vendor to the name and in favour of The Purchaser/Transferee.
- (x) The above clause 7(a) and 7(b) are subject to payment of full and final consideration by The Purchaser to the Vendor.
- (xi) The Vendor shall make out a marketable title to the said premises hereby agreed to be sold to The Purchaser. The Vendor shall make good all the defects in title and make a clear and marketable title in respect of the said flat to the satisfaction of The Purchaser.
- (xii) The Vendor declares that the said premises hereby agreed to be sold belongs to her absolutely and that the same are free from encumbrances and are not subject to litigation or attachments either before or after judgement and if any encumbrances, lispendens or attachment is found existing the same shall be cleared by the Vendor at her own cost and expenses before the completion of the sale herein provided.
- (xiii) On completion of sale the Vendor shall put The Purchaser in vacant possession of the said premises. The Vendor agrees that after the date of this agreement They will not lease, license and/or part with its possession of the Said Flat to any other person/s and/or agree to sell the said premises and/or part thereof to any other person/s.

- (xiv) The Vendor has agreed to execute various documents, writings as may be necessary to transfer the title of the said premises in favour of The Purchaser on payment of balance consideration payable under this agreement.
 - (xv) The Vendor has agreed to transfer all the fixtures and fittings lying and situate at the said premises to The Purchaser for the consideration to be paid for the transfer of the said premises to The Purchaser. The Vendor agree that he will not claim separate consideration for the transfer of such fixtures and fittings from The Purchaser.
5. On payment of full and final consideration, The Purchaser shall as rightful, beneficial and absolute owner be entitled to have and to hold, own possess and occupy the said premises with the fittings and fixtures peacefully and exercise all right of ownership and the benefits of a member in respect of the said premises in the said society and its affairs.
6. The Purchaser hereby covenants with the Vendor as follows:-
- (i) That The Purchaser/Transferee shall from and after taking over of the said premises regularly pay to the said society their proportionate contribution of Municipal taxes, water, electricity, maintenance and any other charges and outgoings payable in respect of the said premises.
 - (ii) The Purchaser hereby agrees that he shall bear all the cost and expenses for the transfer of the said flat in the name of purchaser including the transfer charges, profit sharing amount etc to be paid to CIDCO.
 - (ii) That The Purchaser/Transferee shall join as a member of the said society and duly observe and perform and abide by all the rules, regulations and bye-laws of the said society as may from time to time be in force.
7. The Purchaser/Transferee alone will contribute and pay towards the stamp duty and registration charges. The Transfer charges and any other charges payable to the Society if any, for transferring the said premises in the name of The Purchaser will be paid in equal proportion between the Vendor and The Purchaser.

8. The Purchaser hereby agrees that he shall bear all the cost and expenses for the transfer of the said flat in the name of purchaser including the transfer charges, profit sharing amount etc to be paid to CIDCO.
9. The Purchaser doth hereby covenant with the vendor herein undertake that he shall not let, sub-let, sell, transfer, assign right title interest or benefit of this assignment by way of sale, gift, or any other manner to third person/persons of the said flat without permission from the CIDCO
9. Notwithstanding anything herein before contained, the sale under this agreement will be completed within 45 days from the date of execution of this agreement, however this 45 days will commence from the execution of the present agreement.
10. This agreement is executed in duplicate and for all purposes both will be treated as equal except for the purpose of stamp duty and Registration charges if any.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Flat No. A2/26/F3/201, admeasuring 104.26 Sq Mtrs built up area, Second Floor, in the building No. 26, Seawoods Estate, Sector- 54/56, NRI Complex, Palm Beach Road, Nerul, Navi Mumbai, Maharashtra, alongwith parking space no. 26/201 within the Municipal limits of Navi Mumbai Municipal Corporation, and within the Jurisdiction of the Sub-Registrar of Thane

On or Towards the North

On or Towards the South

On or Towards the east

On or Towards the West

THE SECOND SCHEDULE REFERRED TO

All the piece and parcel of Land admeasuring 169542 Sq Mtrs or thereabout being Plot No. 01 (One), of the layout of land situated within the Municipal limits of Navi Mumbai Municipal Corporation, and within the Jurisdiction of the Sub-Registrar of New Mumbai/ Thane
On or Towards the North:- Palm beach Road

On or Towards the South:- Thane Creek

On or Towards the east :- Sector 52

On or Towards the West: Sector 58 (Part)

The Building is constructed in the year within the Municipal limits of Navi Mumbai Municipal Corporation, and within the Jurisdiction of the Sub-Registrar of New Mumbai/ Thane

The Building is of Ground + 13 upper floors with lift

SIGNED, SEALED AND DELIVERED]

By the withinnamed" Vendor" viz:]

Anshul Mathur

(PAN NUMBER)

"The Vendor/Transferor"

SIGNED, SEALED AND DELIVERED]

By the withinnamed "Purchasers" viz:]

,In the presence of]

, Shri. K. Mukund Raj,
(PAN NUMBER AACPK8471F)
Purchaser

In the presence of.....

- 1.
- 2.

RECEIPT

RECEIVED from The Purchaser the day and year first hereinabove mentioned, as sum of Rs. 5,00,000/- (Five Lacs Only) by Cheque bearing No. 000044 drawn on HDFC Bank, Seawoods, Branch dated 22.05.2023 and as Sum of Rs. issued for and on behalf of Purchaser, the Vendor confirms that They have received towards part of the payment.

I say Received

Anshul Mathur

Vendor

Witnesses:

1.

2.

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AGREEMENT FOR SALE

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Dated -TH day of --- 2023

Trupti K Naik

Advocate High Court

**Off at:- Shop No. 4, Ground Floor, Godrej
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