AGREEMENT FOR SALE

This	Agreement	for Sa	le is	made,	executed	and	entered	into	at	New	Panve	١,
on th	is da	ay of _			2023.							

BETWEEN

Mr. LAWRENCE FELIX PAIS, Age-80 years, (Income Tax PAN: ARHPP3224D), an adult, Non Resident Indian Inhabitant, having his local address at Plot No.22, Road No.6, Sector-11, New Panvel (East)-410206 and presently residing at 1, Gifford Street, St. Heliers, Auckland, New Zealand, hereinafter called and referred to as "THE TRANSFEROR" (Which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

<u>AND</u>

1) Mr. VENKAT MAROTIRAO SHELKE, Age-43 years, (Income Tax PAN: BIAPS6750C) & 2) Mrs. ASHWINI VENKAT SHELKE, Age-35 years (Income Tax PAN: _________), both adults, Indian inhabitants, presently residing at Flat 404, Neel Castle Co-operative Housing Society Ltd., Plot 54, Sector-3, Near DAV School, New Panvel (East), Pin code-410206, hereinafter called and referred to as "THE TRANSFEREES" (Which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

DESCRIPTION OF THE SUBJECT PROPERTY/PREMISES

Bungalow Plot bearing Plot No.22, Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad.

PLOT AREA

150.50 Sq. Mtrs.

CONSTRUCTED AREA:

150.48 Sq. Mtrs. Built up.

(I) WHEREAS:

- 1. The City and Industrial Development Corporation of Maharashtra Ltd., (CIDCO LIMITED) company incorporated under the Companies Act, 1956 (1 to 1956) and having its Registered Office at 'Nirmal', 2nd Floor, Nariman Point, Mumbai-400021, hereinafter referred to as "The Corporation", is the New Town Development Authority, under the provision of Sub-Sections (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as the "Said Act").
- 2. The State Government is pursuant to Section 113 (1) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for Development and disposal.

(II) AND WHEREAS:

By an Agreement to Lease dated 04/04/1985 made <u>BETWEEN</u> the 1. Corporation, therein referred to as "The Corporation" of the One Part AND Mrs. Alzira G. O. F. Lobo, therein referred to as "The Licensee" of the Other Part, (hereinafter referred to as said "Agreement to Lease"), the Corporation consented to grant to the Licensee/Allottee a lease of all that piece or parcel of the land bearing Plot No.22, Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad as described in the schedule written in the said Agreement to Lease containing by measurement 150.50 Sq. Mtrs. or thereabout, for the premium of Rs.28,595/- (Rupees Twenty Eight Thousand Five Hundred Ninety Five only) being as the consideration, hereinafter referred to as "the said plot" for the purpose of constructing a building or buildings for residential purpose upon performance and observance by the Licensee/Allottee of the obligations and conditions contained in the said Agreement to Lease and permitted the Licensee/Allottee to enter upon the said land agreed to be leased to the Licensee/Allottee for the purpose of erecting a building or buildings for residential purpose.

- 2. The Licensee/Allottee prior to the said Agreement to Lease paid to the Corporation the agreed premium of Rs.28,595/- (Rupees Twenty Eight Thousand Five Hundred Ninety Five only).
 - 3. By the Lease Deed dated 01/12/1988 made between the Corporation, therein referred "the Lessor" of the One Part and Mrs. Alzira G. O. F. Lobo, therein referred to as "the Lessee" of the Other Part which was registered in the office of the Sub-Registrar of Assurances, Panvel under document No.1612, Receipt No.0813120 on 01/12/1988 (hereinafter referred to as "the said Lease"), the said plot of land along with the said building constructed thereon, hereinafter collectively referred to as "the demised premises" was granted, transferred, assigned and demised by the Corporation unto and use of the Lessee in a lease for a term of sixty years computed from 04/04/1985 subject to payment of rent thereby reserved and the covenants and conditions there under contained.
 - (a) Meantime the Lessee had obtained necessary development permission and commencement certificate from the CIDCO Ltd., for construction of residential bungalow on the said plot of land vide its Letter dated 28/08/1985.
 - b) Thereafter the Lessee had completed the construction of the residential bungalow on the said plot of land as per the said commencement certificate and obtained necessary Occupancy Certificate from the Addl. Town Planning Officer of the CIDCO Ltd., vide its Letter No. BP/New Panvel/11-6-22/1178 dated 08/10/1987.

(III) NOW THIS AGREEMENT FOR SALE WITNESSTH AS UNDER:-

- Now the TRANSFEROR is fully seized and well possessed to hold the ownership and occupancy rights/leasehold rights and all other right, title and interest in respect of the Bungalow Plot bearing Plot No.22 admeasuring 150.50 Sq. Mtrs. situated at Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad along with building structure constructed thereon admeasuring 150.48 Sq. Mtrs. Built up Area, together with the undivided leasehold rights of the said plot of land on which the building structure constructed thereon, hereinafter said plot area and the building structure constructed thereon is collectively called and referred to as the "SAID PREMISES".
- The TRANSFEROR had purchased the said premises from Mrs. Alzira G.
 O. F. Lobo vide Sale Deed dated 14/03/2008 which was registered at the office of Sub-Registrar of Assurances, Uran (Panvel-2) vide Document Registration No.Uran-2266-2008 dated 14/03/2008.
- a) Also the necessary transfer permission (NOC) from the Corporation has been obtained by the parties beforehand vide its
 Letter Reference No. CIDCO/EMS/AEO(HQ)/2008/1803
 Letter Reference of transferring the said premises dated 27.02.2008/03.03.2008 in respect of transferring the said premises in the name of the TRANSFEROR.
 - b) Thereafter necessary Final Order from the Corporation has been obtained by the parties vide its Letter dated _______ to transfer the said premises finally in the name of the TRANSFEROR in the records of the Corporation.

- 4. Now the TRANSFEROR is absolutely seized and possessed of or otherwise well sufficiently entitled to ownership/leasehold rights and occupancy rights, title, interest and all other rights and benefits in respect of the said premises and nobody has any claim thereof.
 - 5. The TRANSFEROR hereby declares, confirms and assures that the title of the said premises as well as the land appurtenant thereto along with benefits attached to it are absolutely clear, marketable and free from all encumbrances and reasonable doubts and are not subject to any charge or liability of any kind whatsoever and that the entire property is free and marketable.
 - 6. The TRANSFEROR further covenant with the TRANSFEREES that the TRANSFEROR shall always co-operate to the TRANSFEREES to rectify any deficiency in the erstwhile documents if any, executed by the parties in respect of the said premises and the same shall be done by the TRANSFEROR at his own cost and consequences for which the TRANSFEROR has expressly agreed.
 - 7. Now the TRANSFEROR, is desirous to sell/transfer the said premises and all his rights, title, interest and all other occupancy rights, lease hold rights/ownership rights and all other rights and benefits in and upon the said premises to any prospective purchaser/s as per law for proper consideration as the TRANSFEROR is in need of funds.
 - 8. And the TRANSFEREES being in need of residential bungalow premises approached the TRANSFEROR with a request to assign and transfer all his rights, title, interest and all other occupancy rights, lease hold rights/ownership rights and all other rights and benefits in and upon the said premises in favour of the TRANSFEREES for proper consideration.

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- The TRANSFEROR has acceded to the request of the TRANSFEREES and agreed to transfer to the TRANSFEREES, his rights, title, interest and all other occupancy rights, lease hold rights/ownership rights and all other rights and benefits in respect of the Bungalow Plot bearing

 No.22 admeasuring 150.50 Sq. Mtrs. situated at Road No.6,

 Sector11, New Panvel (East), Navi Mumbai, Taluka: Panvel,

 Raigad along with building structure constructed thereon admeasuring
 150.48 Sq. Mtrs. Built up Area, together with the undivided leasehold rights of the said plot of land on which the building structure constructed thereon for proper consideration.
- The TRANSFEREES have agreed to purchase and takeover from the TRANSFEROR, his rights, title, interest and all other occupancy rights, lease hold rights/ownership rights and all other benefits in respect of Bungalow Plot bearing Plot No.22 admeasuring 150.50 Sq. Mtrs. situated at Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad along with building structure constructed thereon admeasuring 150.48 Sq. Mtrs. Built up Area, together with the undivided leasehold rights of the said plot of land on which the building structure constructed thereon for proper consideration.

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- Both the parties have discussed the various terms and conditions and also have fixed the sale price of the said premises being the lump sum consideration of Rs.1,69,00,000/- (Rupees One Crore Sixty Nine Lakh only).
- Pursuant to the conclusion of negotiation by and between the parties, the parties acknowledged and agreed that the said consideration is adequate, proper and fair as per present market value and none of the parties have any grievance and/or objection to the same.

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- 13. The TRANSFEROR has agreed to transfer the said premises to the TRANSFEREES and the TRANSFEREES have agreed to take over the said premises from the TRANSFEROR together with all its credits, membership benefits and all other rights, title and interest in the said premises for a total consideration of Rs.1,69,00,000/- (Rupees One Crore Sixty Nine Lakh only) on the terms and conditions mutually agreed to and appearing hereinafter.
 - 14. The negotiations as above regarding the same, by and between the parties being finalized by both the parties find it expedient to reduce the same into writing.

(IV) FURTHER THIS AGREEMENT FOR SALE WITNESSTH AS UNDER:-

- The TRANSFEROR shall assign, convey and transfer all his rights, title, membership benefits, occupancy rights, ownership rights and all interests in the said premises and all deposit amounts (if any), paid towards the proportionate contribution of the cost of the said premises absolutely and forever and free from all encumbrances to the TRANSFEREES for the total consideration of Rs.1,69,00,000/- (Rupees One Crore Sixty Nine Lakh only), which amount of consideration the TRANSFEREES shall pay to the TRANSFEROR at the time and in the manner indicated hereinafter:
 - a) Out of the agreed consideration of Rs.1,69,00,000/- (Rupees One Crore Sixty Nine Lakh only), the TRANSFEREES have paid to the TRANSFEROR the sum of Rs.5,00,000/- (Rupees Five Lakh only) vide Cheque No.000071, Drawn on HDFC Bank, Chennai Branch, Tamilnadu, dated 06/06/2026, being as the PART PAYMENT adjustable against the entire consideration and for which the TRANSFEROR doth hereby admit and acknowledge the same and also the receipt for the same has been enclosed herein under.

above stated is true and correct to the best of his knowledge and belief and The TRANSFEROR hereby declares and confirms that whatever cost, if any, arises and shall not allow the TRANSPERRES to suffer on his removing/defending all such claims, objections, encumbrances at his shall indomnify the TRANSFEREES and the Corporation from

- = TRANSFIEREES. for the transfer of the deposits, if any etc. in the name of the the name of the TRANSPEREES in respect of the said premises and also the said premises and change of name in Electricity Meter, Water Meter in Upon receiving full and final payment of consideration as per this transfer of membership in the name of the TRANSFEREES in respect of Pancel Municipal Corporation or to any concerned authorities for the any application of the TRANSFERRES to the Corporation and to the Agreement for Sale, the TRANSFEROR agree and undertake to forward
- 12 expressed. with the deposits amount, if any, to the TRANSPEREES as herein assign the said premises and occupancy right in the said premises together The TRANSFEROR declare that he has full right and absolute authority to
- his cost and shalf not allow the TRANSPEREES to suffer on his account. from removing/ defending all such claims, objections, encumbrances at anybody and the TRANSFEROR shall indemnify the TRANSFEREES or encumbrances upon the said premises or the said amount of deposit The TRANSPEROR further declare that there is no any charge, claim, Iten nor he has mortgaged the said premises and said amount of deposit to

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(V) BOTH THE TRANSFEROR AND TRANSFEREES HEREBY CERTIFY, CONFIRM AND DECLARE THAT:

- i) Before signing this Agreement for Sale they have understood the content of this Agreement for Sale in their own language or this Agreement for Sale has been read out to them & explained to them in their own language and they have understood the content of the same and also they are willfully agree with all the contents of this Agreement for Sale.
- ii) And further that terms and conditions set out in this Agreement for Sale are binding on themselves and also their heirs, successors, administrators and assigns shall be bounded by these terms and conditions.

SCHEDULE

(Description of the SAID PLOT and/or the SAID PREMISES)

Bungalow Plot No.22 admeasuring 150.50 Sq. Mtrs. situated at Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad along with building structure constructed thereon admeasuring 150.48 Sq. Mtrs. Built up Area or thereabouts and bounded as follows:

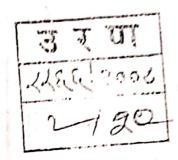
On or towards the North by : Open Space

On or towards the East by : Plot No.20

On or towards the South by : Plot No.21

On or towards the West by : Road No.6





BUNGALOW ON PLOT NO.22, ROAD NO.6, SECTOR 11, NEW PANVEL, NAVI MUMBAI, DIST. RAIGAD.

BUILT UP AREA

: 150.48 SQ. M.

DECLARED MARKET VALUE @ RS,24000/- / SQ. M.

: Rs.36,11,500/-

MARKET VALUE PLUS 25% BEING BUNGALOW

: Rs.45,14,500/-

YEAR OF CONSTRUCTION

: 1987 .

MARKET VALUE AFTER 20% DEPRICIATION

: Rs.36,11,600/-

ALE PRICE

: Rs.25,00,000/-

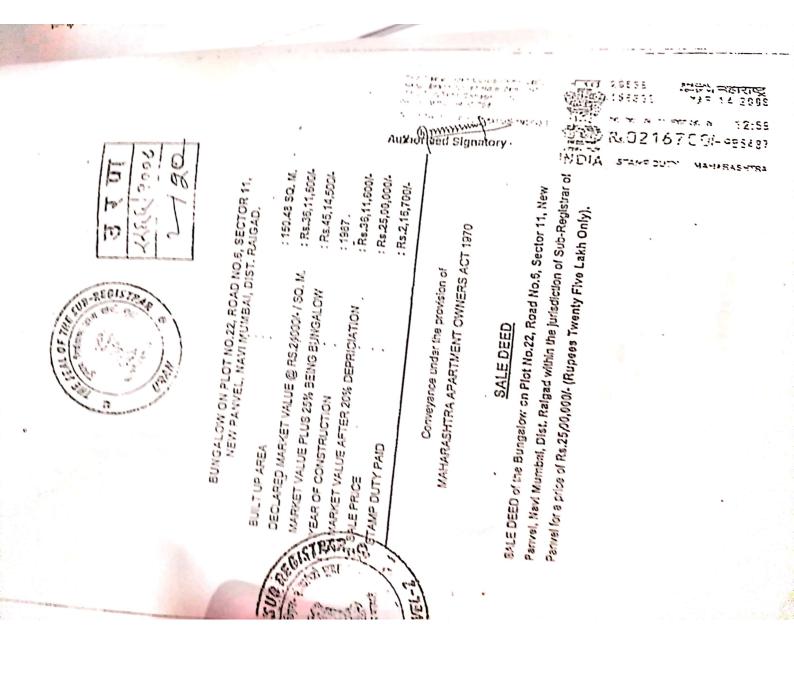
TAMP DUTY PAID

: Rs.2,16,700/-

Conveyance under the provision of MAHARASHTRA APARTMENT OWNERS ACT 1970

SALE DEED

SALE DEED of the Bungalow on Plot No.22, Road No.6, Sector 11, New Panvel, Navi Mumbal, Dist. Ralgad within the jurisdiction of Sub-Registrar of Panvel for a price of Rs.25,30,000/- (Rupees Twenty Five Lakh Only).



THIS SALE DEED made at New Penvel, Navi Mumbel on this 14 th day of 2008 BETWEEN MRS. ALZIRA G. O. F. LOBO, adult, Indian inhabitant, residing at Bungalow Plot No.22, Road No.6, Sector 11, New Panvel, Navi Mumbal, Olst. Relgad, hereinafter referred to as THE VENDOR (which expression shall unless repugnant to the context or meaning thereof shall include her heirs, executors, administrators, attorney and assigns) of the ONE PART, and MR. LAWRENCE FELIX PAIS, adult, Indian Inhabitant, residing at 1, Pratibha Retreat, Opp. Infant Jesus Church, Usher Estete, Nashik Road, Dist. Nashik hereinafter referred to as the 'PURCHASER' (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, executors, administrators, attorney and assigns) of the

WHEREAS:

1. The Corporation VIZ the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred as 'CIDCO') is the New Town Development Authority declared for the area designated as a site for the New Town of Navl Mumbai by the Government of Maharashtra in exercise of its powers under sub-sections (1) and (1:A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 Dialy ashira XXXVII of 1966) hereinafter referred to as 'THE SAID ACT FRANK'S TOWN THE SAID ACT FRANK'S TOWN TH

2. The State Government is, pursitant to Section 113(4) 3 THE SAID, ACT, acquiring lands described therein and lesting such lands (Pile Cordoration to development and disposal.

3. THE CIDCO by ils Agreement for Lease dated 04-04-1985 sold for residential purpose Plot No.22, Road No.6, Sector 11, New Panvel, Navi Mumbal, Dist. Ralgad admeasuring about 150.50 Sq. M. (hereinafter referred to as THE SAID PLOT') on outright payment term to MRS, ALZIRA G. O. F. LOBO (hereinafter referred to as 'Original Allottee') for the price of Rs.28,595/-(Rupees Twenty Eight Thousand Five Hundred Ninety Five Only) which MRS, ALZIRA G. O. F. LOBO paid to the CIDCO before execution of the said Agreement to Lease. The possession of the 'THE SAID PLOT' was handed . over to the 'Original Allottee' on 04-04-1985. The Lease Deed dated 01-12-.1988 was registered with the Sub Registrar of Assurance, Panvel, Dist. Ralgad on 01-12-,1988 under document No.1612, Receipt No.0813120,

4. THE VENDOR, MRS, ALZIRA G. O. F. LOBO constructed a bungalow admeasuring 150,48 Sq. M. of the built up area on 'THE SAID PLOT' after submitting plans and obtaining Commencement Certificate dated GIDCO of Maharashtra Ltd.

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On completion of the construction work THE VENDOR obtained Occupancy Cortificate No. BP / New Panvel / :1-6-22 / 1178 dated 08-10-1987 from Addi. Town Planning Officer, CIDCO of Maharashtra Ltd.

- 4. THE VENDOR, MRS. ALZIRA G. O. F. LOBO, is absolutely selzed and possessed of or otherwise well and sufficiently entitled to 'THE SAID BUNGALOW' has agreed to sell 'THE SAID BUNGALOW' to the Purchaser, MR. LAWRENCE FELIX PAIS, on ownership basis under the provision of the Maharashtra Apartment Ownership Act 1970 (hereinafter called 'THE SAID ACT') as hereinafter mentioned and upon the Purchaser paying in full all the dues payable to THE VENDOR under these presents and complying with all the terms and conditions thereof.
- 5. 'THE PURCHASER MR. LAWRENCE FELIX PAIS has before agreeing with 'THE VENDOR' for the purchase of 'THE SAID BUNGALOW' demanded from THE VENDOR and THE VENDOR has given inspection to the Purchaser of the original building plans and its specifications, the lease dee BUNGALOW' and other relevant documents and the having inspected the same and do hereby confirm and is approved by THE VENDOR.

6. 'THE PURCHASER' has agreed to purchase and THE VENDOR has agreed to sell 'THE SAID BUNGALOW' upon and subject to terms and conditions the lease of 'THE SAID LAND' executed by the CIDCO in lavour of THE VENDOR as per the terms of the lease.

THE CIDCO has granted permission to THE VENDOR to -all THE SALCE GALOW' to 'THE PURCHASER' under its letter No. CIDCO/AEO NEW EL/2008/18 03 dated 03.02-2008 on certain terms and conditions have been fully compiled with by THE VENDOR.

THE VENDOR has agreed to sell and the Purchaser has agreed to purchase THE SAID BUNGALOW being heritalile, transferable and immovable property for a price of Rs.25,00,000/- (Rupees Twenty Five Lakh only) and the Purchaser paid to THE VENDOR Full and Final Payment of Rs.25,00,000/-(Rupees Twenty Five Lakh only) vide Cheque No.165008 dated 31-01.2008 drawn on Canara Bank, Bycuila Branch, Mumbal 400027.

- 9. WHEREAS THE VENDOR has paid service charges, water and electricity charges, Property Taxes up-!: date.
- 10. WHEREAS THE VENDOR agrees to deliver peaceful, vacant, physical

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Explanation:

Premises or any part thereof, to the Central Government, a state Government, a Nationalised Bank, the L.I.C. of India, the Maharashtra Financial Corporation Ltd., or an employer of the Purchaser or any other Financial institution as may be approved by the Board of Cirectors of the Corporation from time to time for the purpose of securing a loan borrowed for buying the said premises.

II) The Purchaser will be liable to pay such service of fixed by the Corporation from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece of land containing by admeasurement 150.50 Sa. M. of thereabout being Plot No.22, Road No.6, Sector 11, at alliage New Panyel. Tehsil Panyel, Navi Mumbal, Dist. Raigad, in the Registration Sub-District Panyel and Dist. Raigad and bounded as follows that to say:

On the North by
On the East by
On the South by
On the West by
On the West by

THE SECOND SCHEDULE ABOVE REFERRED TO

Bungalow on Plot No.22, Road No.6, Sector 11, New Panvel, Navi Mumbal, Dist. Ralgad,, admeasuring about 150.48 Sq. M. of built up area, on the ground + one floor of Bungalow is bounded as follows, that to say:

On the North by
On the East by
On the South by
On the West by
On the West by

THE WITNESS WHEREOF the parties hereto have hereinto set and subscribed their respective hands the day and year first hereinabove written.

x Alzira Tolles Lobo Alli

औद्योगिक विकास जाहर महामेडळ मधीव्स मुख कार्नासन : 'तिहर्का' अवस, केलावूर, की, की की, 441 44(-700 (1x) ्रत्यमाः वस्रामा रवव-८२४१ । CTYY, 0340, 096x Heaf Y. stalle (rada) feele : CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF PARABLES AND Op | Hew Round | 14 6-22 / 1179 Date, 1 3-SEERBVREX. RESTABLESIE I hereby certify that the deviopment for Logicone Arst Hoor structure court up ones some entry on Plot No. 22 Road No. 4. of New Panvel/Tulofe, :http://www.letris in New Bombay, has been carried out under the supervision of M/s. This Architects and Wanners and has been inspected on " 22/4/32 and I declare that the devalopment has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificats dated 346 Augor 35. and that the development is fit for the use for which it has been carried out.

SCHEDULE (Description of the SAID PREMISES)

Bungalow Plot bearing Plot No.22 admeasuring 150.50 Sq. Mtrs. being lying and situated at Road No.6, Sector-11, New Panvel (East), Navi Mumbai, Taluka: Panvel, District: Raigad along with building structure constructed thereon admeasuring 150.48 Sq. Mtrs. Built up Area, together with the undivided leasehold rights of the said plot of land on which the building structure constructed thereon.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and year herein above written.

SIGNED, SEALED AND DELIVERED by

The within named "SELLER"

At: Avelland, NEW ZEALAND

On 10.06.2023

Mr. LAWRENCE FELIX PAIS

In the presence of Ma. ADRIAN PAIS. Allag

1) Mr. Anthony Varghese Fernandes

2) Mr. Dhiresh Vasantrai Mehta Chentu. 9.0

SIGNED, SEALED AND DELIVERED by

The within named "PURCHASER" At: New Panvel (East), Navi Mumbai, India.

On 09/06/2023

Mr. VENKAT MAROTIRAO SHELKE

In the presence of

1) Mr. Anthony Varghese Fernandes



YLA PH L2023700 3210002 CIF Please Tick Saving A/C No (1) 85061723970 Branch FILE No. CIF NO. @85912479080 Tie up no LOS Reference No PAL/Take Over/NEW/Resale/Top up Applicant Name: YENKET MAROTIRAO SHELKE Co-Applicant Name: ASHWINI VYANKAT SHELKE Mobile: 9022319455 an Arriount : 1,50,00,000 Tenure: 20 you. Rate: 8.50 % Interest EMI: Loan Type: Resole SBI LIFE: Hsg. Loan Term Loan Maxgain Realty Home Top up Property Location: panvel 2 CR. Property Cost: Name of Developer / Vendor: CIDCO Branch : NEW PANVEL (E) Code No) 11758 RBO - PEN ZONE -Contact Person : SWAPNIL BAND Mobile No. Name of RACPC Co-ordinator along with Mob No: NILESH DATE

	DATE		
SEARCH - 1 SMI		RESIDENCE VERIFICATION	
SEARCH - 25	2 0 JUL 2023	OFFICE VERIFICATION	
	S.D.Thatare, 20.7.23	SITE INSPECTION	· ·
VALUATION - 2	iah N		

HLST / MPST / BM / FS / along with Mob No. :



MAHHLC00047

RASMECCC - PANVEL Sharda Terrace, Plot No. 55, Sector 11, CBD Belapur, Navi Mumbai 400 614

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BRANCH