

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

बोर्ड नं. २/२०२३-११

65AA 522319

पुस्तक विक्री नोंद अनुक्रमांक

५१५४

दिनांक ३१/१०/२०२३

दस्तावेजाचा प्रकार

मम

दस्त नोंदणी करणार अंतर्गत का - होय/नाही

चिह्नकृतीचा वर्ग

पुस्तक विक्रीत घेणा-बाचणे नोंद व सही

१११५०१ पाटील

दुस-या पक्षकाराचे नाव

हजे अलन्दास बाचणे नोंद, बला व सही

शंभू धोरपडे वरजाडे

पुस्तक शुल्क रक्कम

१००२

श्री. सुनिल विठ्ठल वरदेशी

श्री. वरदेशी कृपा कॅम्प: अजिंक्य टाऊनशिप २-५  
वडोदा, अजिंक्य - वडोदा ३९५-२३

उपरोक्त पुस्तक विक्रीतूनची सही व दस्ताना अ.सं.क  
पुस्तक विक्रीतूनचे क्रमांक व बला

का. न्यायशास्त्री अजिंक्य पुस्तक विक्रीतूनचे क्रमांक नोंदणी न्याय शाखावरील पुस्तक विक्रीतूनचे क्रमांक व बला

### AGREEMENT FOR SALE

THIS AGREEMENT OF PURCHASE OF RESIDENTIAL

FLAT made at Panvel this Day month of 2023.

#### BETWEEN

- 1) Mr. PRASHANT MADHAV BARVE, Age- 48 years, Occupation - Service, (Pan No.ACHPB5508K) and 2) Mrs. MANISHA PRASHANT BARVE, Age- 45 years, Occupation- Housewife, (Pan No. ALCPB9422A), Indian Inhabitants, Both residing at- Alaknanda CHS Flat No.B/503, Sector - 19A, Nerul (E), Navi



उप कोषागार अधिकारी  
पुनवेल तालुका

*Chhotapak*



**Mumbai 400706** hereinafter referred to as **"THE SELLERS"** (which expression shall mean and include shall unless it be repugnant to the context or meaning thereof mean and include their heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

**AND**

1) **Mr. DADASO DASHARATH PATIL, Age 44 years, Occupation - Service, (Pan No. AMTPP2635B), and 2) Mr. VANDANA DADASO PATIL, Age- 35 years, Occupation - Housewife/ Service, (Pan No. CGAPP8854K), Indian Inhabitants, Both residing at- Surpali, Kolhapur, Maharashtra, 416235** hereinafter referred to as **"THE PURCHASERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their legal heirs, representative, executors, administrators and assigns) of the **SECOND PART**.

**AND WHEREAS** by an Agreement for sale registered on **Dated - 08/03/2019** between the Builders M/s. **SATPANTH HOMES PRIVATE LIMITED** and 1) **SHRI. KAUSHIK JAGANNATH JOSHI** and 2) **SMT. AMIKA KAUSHIK JOSHI, Rsiding at- G-503/504, Lok Angan, Jay Shastri Nagar, Mulund colony, Mulund** as Joint Builders sold **Flat No.404, A wing, building known as OM NAMAH SHIVAY KALASH CO-OPERATIVE HOUSING SOCIETY LTD, Plot No.55, Sector 03, Karanjade, Navi Mumbai, Tal Paniel, Dist.Raigad** to 1) **Mr. PRASHANT MADHAV BARVE, and**

**2) Mrs. MANISHA PRASHANT BARVE vide Document No.PVL2-3045-2019 on Dtd.08/03/2019.**

AND WHEREAS the SELLERS is not in need of the said flat, they decided to sell and dispose it off.

AND WHEREAS the PURCHASERS is being interested in purchasing the said flat, he approached the SELLERS and a talk regarding sale and purchase of the flat took place between the parties.

AND WHEREAS the party of the First Part, is in actual possession of the said flat with existing all amenities and fittings and the transaction of the purchase of the said flat on ownership basis is completely by the party of the first part from his/their own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. In spite of this if anybody takes any objection or claim in the right of the said property, the party of the First Part shall clear the same with his/their own funds and shall see that the second part remains intact and unaffected. The party of the first part has got full right and absolute authority to sell/disposed off and transfer all their right, title and interest in the said flat as their self-acquired property. The said flat is hereby sold with absolute ownership right including all fittings by the SELLERS to the PURCHASERS is hereby agreed by the both parties.

**AND WHEREAS** , The SELLERS are the Owners of **Flat No.404, A wing, building known as OM NAMAH SHIVAY KALASH CO-OPERATIVE HOUSING SOCIETY LTD (Regd No.NBOM/CIDCO/HSG/(TC)/7801/JTR/Year 2018-2019), Plot No.55, Sector 03, Karanjade, Navi Mumbai, Tal Panvel, Dist.Raigad** Sub Division of Panvel and the District and Division of Raigad and within the jurisdiction of Sub – Registrar of Panvel and is in possession of the above referred **Flat No.404**, of the above



Housing Society hereinafter referred to for the sake of brevity and convenience as "**SAID FLAT**" and the SELLERS is holding the relevant share certificate in the said Society.

**AND WHEREAS** the SELLERS have agreed to sell and transfer to the "PURCHASERS" and the PURCHASERS has agreed to purchase and acquire the shares and as incidental to the sale thereof the right to use, enjoy and occupy the said flat in the said society.

**NOW THIS AGREEMENT WITNESSETH AS UNDER :**

1. The SELLERS and PURCHASERS hereby agree and accept consideration amount of the said flat i.e. **Flat No.404, A wing, building known as OM NAMAH SHIVAY KALASH CO-OPERATIVE HOUSING SOCIETY LTD, Plot No.55, Sector 03, Karanjade, Navi Mumbai, Tal Panvel, Dist.Raigad** to be **Rs.49,00,000/- (Rupees Forty Nine Lakhs Only)**.
2. The SELLERS hereby agrees to transfer the "**said Flat**" referred in Clause No.1, above for which the society being **OM NAMAH SHIVAY KALASH CO-OPERATIVE HOUSING SOCIETY LTD**, has agreed to transfer the same along with the share the relevant share certificates unto the name of the PURCHASERS for the price stated hereinabove.
3. The SELLERS hereby confirms and admits that they have entered into the agreement for the consideration amount of **Rs.49,00,000/- (Rupees Forty Nine Lakhs Only)** in which **Part Payment** of Rs.        /-        (**Rupees \_\_\_\_\_ Only** ) has been paid by the PURCHASERS to the SELLERS.



## PAYMENT SCHEDULE

Rs.51,000/- paid by Cheque No.901280 drawn on SBI Bank, Pune Br. on Dtd. 24/10/2023.

Rs. /- by loan from any financial institution or bank Within 45 days after registration of this document.

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**Rs.49,00,000/- (Rupees Forty Nine Lakhs Only).**  
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4. And it is the duty and responsibility of the SELLERS to provide all the required deed and documents in respect of the said flat to the PURCHASERS asked by the competent authority on the Bank of Financial Institution of the PURCHASERS amount of PURCHASERS are availing loan to pay the balance amount of consideration to pay it within prescribed time limit and shall handover and deliver the same as early as possible and when it is demanded along with documents pertaining to the title of the Flat for purpose of enabling PURCHASERS to avail Loan from any Bank or Financial Institution and procure with view to making payment of full and final amount of consideration within specified time limit and if the SELLERS fail to do so then the same time or days will be deducted from the given time period and the time/days will be increase to pay the balance amount of consideration accordingly.



5. The SELLERS hereby declares that the said shares and all the rights, title and interest etc., of the SELLERS in the said flat with **Admeasuring Carpet area of 16.590 Sq.mtrs. along with right to use area of Cupboard area of 2.205 Sq.mtrs., Flower Bed area of 3.862 Sq.mtrs., Encl Balcony area of 14.060 Sq.mtrs. and Terrace area of 4.125 Sq.mtrs.** and everything appurtenant thereof, assigned and transferred to the PURCHASERS forever, and is free from all encumbrances of whatsoever nature and undertake that the SELLERS shall at all times save harmless and keep the PURCHASERS indemnified against all proceedings, costs, claims and expenses of whatsoever nature arising out of any charge/ lien or encumbrances of whatsoever nature that behalf. The SELLERS has assured and hereby assures the PURCHASERS that no other person, body or organization had any rights, titles or interest in the **"said Flat"**.

6. **The SELLERS hereby undertakes as under :**

- a) To apply to the society for effective transfer of the relevant shares referred above, along with entire interest in the said flat with everything appurtenant hereto, to the exclusive name of the PURCHASERS and to sign and execute such forms and documents in order to give full effect to these covenants as may be necessary.
- b) To sign and execute such forms as necessary to move the Maharashtra State Electricity Distribution Co.Ltd. and or departments to have the electric meter in respect of the said flat transferred unto the name of PURCHASERS.



- c) There are no suits, litigations, civil or criminal or any other proceedings pending as against the SELLERS personally affecting the said premises ;
- d) There are no attachments or prohibitory orders as against or affecting the said premises and the said premises is free from all encumbrances or charges and/or is subject matter to any lispensens or easements or attachments either before or after judgment , subject to whatever stated hereinabove. The SELLERS has not received any notice either from the Government, Semi - Government , Society or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- e) The SELLERS in the past has not entered into any agreement either in the form of sale, lease, exchange , assignment or other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said premises and has not dealt with or dispose off the said premises in any manner whatsoever ;
- f) The SELLERS has not done any act, deed, matter or thing whereby he is prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the **PURCHASERS** and the SELLERS has all the right, title and interest to enter into this agreement with the **PURCHASERS** on the various terms and conditions as stated herein



- g) The SELLERS do hereby declare that no notice for the recovery of the Stamp duty and registration have been received by them in respect of the said flat.
- h) The SELLERSs are legally entitled to hold the said flat and every part thereof and except the SELLERSs no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.
- i) The flat will be delivered to the PURCHASERS in the condition as it is and the SELLERS will not be liable to make any addition or alteration therein.
7. The SOCIETY NOC Transfer charges if any payable to the society will be borne by the SELLERS.
8. The SELLERS declares that they have paid all taxes, rates, water charges, society service charges and other outgoing if any in respect of the said flat up to the execution of this Agreement and all such charges falling due hereafter shall be payable by the PURCHASERS.
9. The SELLERS agrees to transfer the document of Title pertaining to said flat to the PURCHASERS on receiving the full and final payment. If SELLERS fails or avoid to comply any terms and conditions of this agreement and fails to execute concern documents for transfer of ownership and document of title of said flat after receipt of full and final payment., The SELLERS shall have full right to get execution of the same document by SELLERS through Court of Law at the cost and expenses of the SELLERS.
10. The SELLERS agrees and declares that they will have no right title and interest in the relevant shares and the said flat



from the date of receiving the final payment and the PURCHASERS shall be the sole and absolute owners of the said flat and the said shares and shall enjoy the said flat as owner thereof free from any interference from the SELLERS or any one from any manner or persons claiming through or under the SELLERS thereafter.

11. The SELLERS hereby undertakes and declares that any nomination, assignment's lien in regard to the said shares and/or the said flat thereto if made by the SELLERS or their duly constitute attorney, or authorized person or persons, if made with the said society or otherwise , prior to the day of execution of the agreement, in favor of any person or body of persons other than the said PURCHASERS, shall hereafter be deemed to be null, void , in- operative , cancelled and withdrawn. If any of such a claim arises in future the SELLERS agrees to nullify the same at their own cost and expenses.
12. The SELLERSS shall put the PURCHASERS in possession of the said flat as it is condition after receiving full and final payment from the PURCHASERS. The SELLERS hereby declares that till today they had not sold, gifted or otherwise parted, with possession of the said flat, nor had been entered into any such agreement. The SELLERSS hereby agrees to co-operate for transferring the above said property in the name of PURCHASERS in the office of CIDCO Ltd, M.S.E.D.Co.Ltd., and other concerned Department.
13. The SELLERS agrees and undertakes to handover all original documents , vouchers , last paid up bills of outgoings etc. , as in respect of the said flat to the PURCHASERS.



14. The SELLERS have not entered into any Agreement for Sale with any person whatsoever, nor has he encumbered the said flat premises in any manner whatsoever, nor have he created any charge on the said flat premises.
15. The SELLERS further undertakes and agrees that till such time as the said rights in the said flat and the said shares thereof are transferred to any vested in the name of PURCHASERS in the books and records of the said society and all other concerned authorities, the SELLERS shall be deemed to hold, carry the said rights in the books records of the said society and other records and concerned authorities as Trustee/ Agents of the said rights only in accordance with the instruction, direction of the said PURCHASERS within the meaning of this deed.
16. If buyer's home loan is rejected by bank due to some legal/ statutory issue in property/ property documents then within one month the amount received by the SELLERS should be refunded to the PURCHASERS.
17. If the PURCHASERS commits default in completing the transaction , the SELLERS' will be entitled to cancel the agreement by giving prior notice to the 'PURCHASERS'.
18. It is mutually agreed by and between the parties that the charges or stamp duty , registration fees, legal charges etc. shall be borne and paid by the PURCHASERS alone.



19. The Flat will be delivered to the PURCHASERS in the condition as it is and the SELLERS will not be liable to make any additions or alterations therein.
20. The Agreement shall always be subject to the provisions of the Transfer of Property Act, 1882 and the rules made there under.
21. The Agreement shall always be subject to the provisions of the Maharashtra Co-operative Societies Act., 1960 and the rules made there under.
22. The Courts in Panvel shall have exclusive Jurisdiction to try and entrain any dispute arising pursuant to these presents.
22. WHEREAS the SELLERS have given inspection of the aforesaid premises and all the relevant documents in respect of the said premises to the PURCHASERS and the PURCHASERS admit of having inspected the same. That both the parties agree that they have read all the contents, terms and conditions mentioned in this Agreement and after reading, confirming the same both the parties have signed this Agreement in presence of the witnesses.



### **FIRST SCHEDULE**

ALL THAT piece and parcel of land bearing Plot No.55, Sector - 03, Karanjade, of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Tal Pannel, Dist.Raigad containing measurement 4749.36 Sq.mtrs. or thereabout and bounded as follows that is to say :-

On or towards the North by	-	Nalla
On or towards the South by	-	20.00 mtrs wide road.
On or towards the East by	-	Plot No.38
On or towards the West by	-	Plot No.39

### **SECOND SCHEDULE**

**Flat No.404, A wing, building known as OM NAMA SHIVAY KALASH CO-OPERATIVE HOUSING SOCIETY LTD, Plot No.55, Sector 03, Karanjade, Navi Mumbai, Tal Pannel, Dist.Raigad**  
**Admeasuring Carpet area of 16.590 Sq.mtrs. along with right to use area of Cupboard area of 2.205 Sq.mtrs., Flower Bed area of 3.862 Sq.mtrs., Encl Balcony area of 14.060 Sq.mtrs. and Terrace area of 4.125 Sq.mtrs**

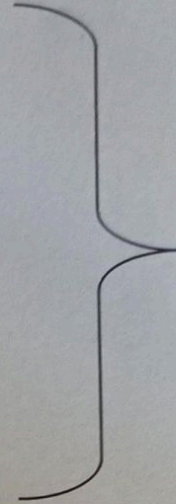


IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS OF THE DAY AND DATE FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED SELLERS

1) Mr. PRASHANT MADHAV BARVE

2) Mrs. MANISHA PRASHANT BARVE



In the Presence of .....

**SELLERS**

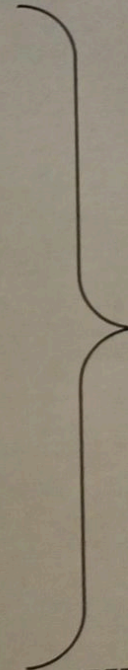
1.-----

2.-----

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASERS

1) Mr. DADASO DASHARATH PATIL

2) Mr. VANDANA DADASO PATIL



**PURCHASERS**

In the Presence of.....

1.-----