

Agreement for Sale

(Part Payment Agreement)

THIS AGREEMENT MADE AT PANVEL this _____ day of December Two Thousand Twenty-Three;

BETWEEN

MRS. SUPRIYA PRADIP PATIL, age 27 years, PAN:-

FHCPP3871E, r/o. At- Flat No.202, 2nd Floor Parshuram Palace, Plot No.10, Sector-R1, Pushpak Node, Chinchpada-Vadghar, Taluka Panvel, Dist. Raigad, Pin Code-410206. hereinafter collectively referred to as **"THE TRANSFEROR"** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **One Part;**

AND

1) MR. SAURABH SEEMANCHAL MAHARANA, age 28 years, PAN :- COGPM3506P, 2) MISS/MRS. SAYALI SEEMANCHAL MAHARANA, Age 24 years, PAN:- EVBPM6379E, Indian Inhabitant, Siddhivinayak Chawl, RaigadGokul Nagar, Akurli Road, Near Lokhandwala, kandivli(East), Mumbai, Maharashtra-400101 hereinafter referred to as **"THE TRANSFEREES"** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors and administrators) of the **Other Part:**

WHEREAS:—

- a)** The Transferor is seized and possessed of or otherwise well and sufficiently entitled to **Flat No. 402, admeasuring the Carpet area of 15.17 Square meters Carpet Plus Enclose Balcony Area 2.97 Square meters** situated on the **4th floor,** in building named **"MATOSHREE"** known as **"MATOSHREE CO-OPERATIVE HOUSING SOCIETY LTD"** constructed on **Plot No.210, Sector-R-1, Node-Pushpak(Vadghar)at Vadghar, Taluka Panvel, Dist-**

Transferor

Transferees

Raigad (hereinafter referred to as "**the said Flat**"). That the flat is more particularly described in the "**Second Schedule**" and the Plot on which said building is constructed in more particularly described in "**First Schedule**").

- b) One **Mr. Pradip Ankush Patil & Sandip Ankush Patil** (hereinafter referred to as "**Land Owner**") here granted Plot No.210, Sector R-1 under the International Airport scheme from CIDCO on long lease. That said Lease Deed Agreement is registered with the Sub-Registrar of Assurance Panvel-4 on **Dt.26/07/2017** day at **serial No. PWL1-6210/2017**.
- c) Thus the Land Owner decided to develop the said plot by constructing thereon a building consisting of ground floor plus above four floor having 8 residential Flat Units which shall be known as "**MATOSHREE**" (hereinafter referred as the "**Said building**").
- d) The Lease-Owner had applied for permission for Development from the Corporation and has obtained development permission and Amended Commencement Certificate **dt. 19/06/2018** bearing **reference No. CIDCO/BP-15766/TPO(NM & K) /2018/2789** the Town Planning Department of the Corporation, has granted development permission and commencement certificate for construction of building (Ground + 04 floors) having 8 residential Flat under the section 45 of the Maharashtra Regional Town Planning Act, 1966.
- e) The said Flat has been constructed as per the specification duly approved by the town planning authority of CIDCO and also obtained OCCUPANCY CERTIFICATE vide its letter bearing no **CIDCO/BP-15766/TPO(NM&K)/2018/7508, dated 23/09/2020**.
- f) That Husband of Transferor i.e. **Mr. Pradip Ankush Patil** out of love and affection towards the Transferor has gifted said flat to the Transferor. That in furtherance thereof she on **29/11/2023** has executed Gift Deed in favour of the Transferor. The said **Gift Deed** is registered with the Sub-

Registrar of Assurance Panvel-2 on Dated **29/11/2023** day at **serial No. PWL2-20815/2023**.

- g) The Transferor is also the registered member and shareholder of "**MATOSHREE CO-OPERATIVE HOUSING SOCIETY LIMITED**" registered under the Maharashtra Co-operative Societies' Act, 1960 and Rules framed there under bearing registration No. **NBOM/ CIDCO/ HSG/(T.C.)/ 8684/ JTR/ 2020-2021, Dt.29/12/2020** (hereinafter referred to as "**the said Society**") in respect of the ownership of the said Flat. The said Flat and the said shares are more particularly described in the **Second Schedule** hereunder written and are hereinafter collectively referred to as "**the said premises**".
- h) The Transferor is holding said flat as owner hence he is entitled to sell, transfer, convey and assign all his right, title and beneficial interest in the said Flat along with membership of said Society and also the shares in favour of the Transferees;
- i) The Transferor is interested in selling said flat and the Transferees are interested to purchase said flat and on usual talks the Transferees have agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor in the said Flat, along with membership and the said shares free from all encumbrances and reasonable doubts, which the Transferor has agreed to do upon the terms and conditions recorded hereinafter;

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

1. That the Transferor hereby agrees to sell, transfer, convey and assign all his right, title and interest in the said flat bearing **Flat No. 402**, admeasuring **the Carpet area of 15.17 Square meters Carpet Plus Enclose Balcony Area 2.97 Square meters** situated on the **4th floor**, in building named

Transferor

Transferees

"MATOSHREE" known as "**MATOSHREE CO-OPERATIVE HOUSING SOCIETY LTD**" constructed on **Plot No.210, Sector-R-1, Node-Pushpak(Vadghar)at Vadghar, Taluka Panvel, Dist-Raigad** together with all his right, title and beneficial interest in the shares and membership of the said Society to the Transferees as also all the benefits directly and/or indirectly attached to the said flat and the said shares, free from all encumbrances and reasonable doubts for the total consideration of **Rs.23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand Only)**.

2. That out of total consideration of **Rs.23,50,000/- (Rupees Twenty Three Lakhs Fifty Thousand Only)** The Transferees have paid an amount of **Rs.2,50,000/- (Rupees Two lakh Fifty Thousand Only)** to the Transferor as detailed here in below :-

- | | |
|---------------|--|
| 1) Rs.50000/- | Paid by NEFT,DT.08/12/2023,through
Bank of India branch. |
| 2)Rs.50000/- | Paid by NEFT,DT.09/12/2023,through
Bank of India ,branch. |
| 3)Rs. 50000/- | Paid by NEFT,DT.11/12/2023,through
Bank of India branch. |
| 3)Rs. 50000/- | Paid by NEFT,DT.13/12/2023,through
Bank of India, branch. |
| 4)Rs. 50000/- | Paid by NEFT,DT.14/12/2023,through
Bank of India, branch. |

Rs.2,50,000/-

3. That balance amount of **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** shall be paid after passing the loan from any financial institution or Bank within 45 working days from the date of registration of this agreement for sale. In default the Transferees shall be liable to pay bank

interest @ 15% p.a. till payment and or cancel the deal by serving notice.

4. Upon receipt of the full consideration as stated above and on completion of the sale, the Transferor shall deliver vacant and peaceful possession of the said Flat to the Transferees as owners thereof along with the said Original agreement and all other relevant original title deeds shall be delivered to the Transferees by the Transferor.
5. The Transferor shall obtain No Objection Letter from the said the Society to the effect that the Society has no objection to the Transferees being admitted as member of the said Society and for the transfer of the said shares by the Transferor in favour of the Transferees and all incidental rights as such shareholder including transfer of the said Flat thereof in the name of the Transferees in the records of the said Society. The Transferor at the time of completion of the sale as provided under this agreement apply to the said Society for transfer of the said Flat and the said shares along with the required documents in the name of the Transferees.
6. The sale shall be completed within 45 days from today against payment of the balance consideration by the Transferees to the Transferor as afore stated, subject to the Transferor obtaining the NOC from the said Society before the said date.
7. At the time of completion of the sale (a) the Transferor shall by an appropriate writing resign as the members of the said society and request the society to admit the Transferees as member of the society in place of the Transferor (b) the Transferees shall apply to the said society to become member of the said society (c) the Transferor and the Transferees duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said shares from the names of the Transferor to the name of the Transferees and (d) the Transferor shall also execute a proper Deed of Transfer recording completion of sale in the format approved by the

Transferees, and acceptable by the Transferor.

8. The Transferor do hereby covenant with the Transferees as follows:—

- (a) That the Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the outgoings, taxes, rates, maintenance charges etc. payable to the said society up to the date hereof and shall pay all the dues till the completion of sale;
- (b) That the Transferor is the absolute owner and beneficiaries of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and are absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Flat and except the Transferor no other person or persons has any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises;
- (c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Transferor, the Transferor has full power and absolute authority in his own right to transfer the said premises and to relinquish and transfer all his rights, title and interest therein in favour of the Transferees;
- (d) That neither the Transferor nor any one on his behalf has committed or omitted any act, deed, matter or thing whereby his holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Flat 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 his other right, title and interest therein may become liable to attachment and/or

sale whether by a decree or order of the Competent Court or otherwise;

- (e)** That the Transferor has 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 has any right, title or interest, claim or demand in to 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 and further that the Transferor shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the said premises;.
- (f) That the Transferees shall on completion of the transfer peaceably and quietly be entitled to hold and own the said flat and the said shares and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said flat and/or any part thereof in the Transferees own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferor;
- (g) That the Transferor has duly complied with observed performed with all the Rules, Regulations and Bye-Laws of the said Society and that the Transferor has 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 Transferor instituted by the said Society or any member of the said society in respect of the said premises including any notice or action for expulsion or termination of the Transferor as the members of the said society;
- (h) That the Transferor has not received any notice for

acquisition or requisition of the said Flat and/or the said shares; and

- (i) That the Transferor herein doth hereby indemnify and keep indemnified the Transferees against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Flat and/or the said shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of the agreement, covenants and provisions.
9. The Transferor shall bear and pay all outgoings in respect of the said flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said society till the date of completion and the Transferees shall bear and pay all such outgoings, dues and charges to the said society from the date of completion of sale and receiving possession of the said flat.
10. The Transferor shall also transfer in favour of the Transferees the amounts standing to his credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferor shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said society.
11. The Transferees hereby agree and covenant to become member of the said society and to abide by and observe and perform all the rules and regulations and bye-laws of the said Society from time to time in force.
12. The Transferor shall sign and execute in favour of the Transferees 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 Transferees and for implementing the terms of this agreement.

13. The stamp duty, if payable, and registration charges, if applicable, shall be borne and paid by the Transferees only. The Transferor has agreed to pay the transfer fees/donations charges of the said Society for the transfer of the said premises in favour of the Transferees.

THE SCHEDULE I SCHEDULE

ABOVE REFERRED TO

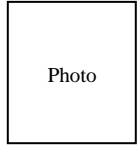
All that piece and parcel of land known as **Plot No.210, Unit, Sector-R-1, Node-Pushpak(Vadghar)at Vadghar, Taluka Panvel, Dist-Raigad** admeasuring 100 square meters.

SECOND SCHEDULE

Constructed Residential premises Viz. **Flat No. 402**, admeasuring **the Carpet area of 15.17 Square meters Carpet Plus Enclose Balcony Area 2.97 Square meters** situated on the **4th floor**, in building named "**MATOSHREE**" known as "**MATOSHREE CO-OPERATIVE HOUSING SOCIETY LTD**" constructed on **Plot No.210, Sector-R-1, Node-Pushpak(Vadghar)at Vadghar, Taluka Panvel, Dist-Raigad**, wall, doors, windows, fittings and fixtures and referred to "**the said Flat**". Building consist of Ground + upper 4 (Four) floors construction of the year 2020 with lift*****.

IN WITNESS WHEREOF the Transferor and the Transferees have set and subscribed their respective hands, the day and year find hereinabove written.

SIGNED AND DELIVERED by)



the within named)

MRS. SUPRIYA PRADIP PATIL,)

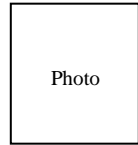
PAN:-FHCPP3871E)

The **TRANSFEROR** above named, in the presence of

1) _____

2) _____

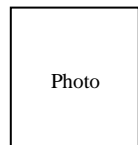
SIGNED AND DELIVERED by)



the within named)

1) MR. SAURABH SEEMANCHAL MAHARANA)

PAN : COGPM3506P)



2) MISS/MRS. SAYALI SEEMANCHAL MAHARANA)

PAN: EVBPM6379E,)

The **TRANSFEREES** above named,)

in the presence of

1) _____

2) _____

Transferor

Transferees

RECEIPT

Received the day and year first hereinabove written of and from the within named Transferees the sum of **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** by cheque mentioned herein above by towards partpayment of consideration of **Flat No. 402**, admeasuring **the Carpet area of 15.17 Square meters Carpet Plus Enclose Balcony Area 2.97 Square meters** situated on the **4th floor**, in building named **"MATOSHREE"** known as **" MATOSHREE CO-OPERATIVE HOUSING SOCIETY LTD"** constructed on **PlotNo.210, Sector-R-1, Node- Pushpak(Vadghar)at Vadghar, Taluka Panvel, Dist-Raigad** as detailed here in below :-

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- 4) **Rs. 50000/-** Paid by NEFT,DT. 14/12/2023,through Bank of India, branch.

Rs.2,50,000/-

Witness :

I SAY RECEIVED

Rs. _____/-

1) _____

2) _____

Transferor

Transferees

Transferor

Transferees