

## **AGREEMENT FOR SALE**

(Part Payment)

This Agreement for Sale made and executed at Panvel this \_\_\_\_\_ day of the month of **February 2024**

**BETWEEN**

**MR. VARGHESE MATHEW**, S/o. **GEEVARGHESE MATHAI** Age 72 years, (PAN No. : AASPV2623A) (Aadhaar No. : 7223 0834 6793) Indian Inhabitant, Residing at- 701, A-Gagangiri Enclave, Barve Road, Near Water Purification Plant, Godrej Hill, Kalyan (W), Thane-421301; hereinafter called and referred to as **“THE SELLER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART

**AND**

**MRS. RESHMY MARY KURIAN**, Age 37 years, (PAN No. : BBIPK8069D) (Aadhaar No. : 3400 1650 5089) Indian Inhabitant, Residing at- Flat No. 101, Classics Castle, Plot No. 6, Opp. CIDCO Garden, Sector 12, New Panvel (E), Tal. Panvel, Dist. Raigad-410206; hereinafter called and referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / their heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS The City and Industrial Development Corporation of Maharashtra Limited (CIDCO Ltd.) is a Government Undertaking (hereinafter referred to as the "THE CORPORATION") The Corporation is a New Town Development Authority declared for the area designated as the Site for the new town of Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional And Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred as "THE SAID ACT") The said Corporation is a Company established under the Companies Act 1956 (1) and having its registered office at "Nirmal", 2nd Floor, Nariman Point, Mumbai - 400021.

AND WHEREAS the State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of section 113 of the said Act.

AND WHEREAS the CIDCO Ltd. allotted **Plot bearing No. B-11, area admeasuring 1876.59 sq.mtr.** situated at **Sector 6, New Panvel (E)**, in favour of **M/S. SUNNY HOUSING (INDIA) PVT. LTD.** vide their Allotment Letter under Reference No. CIDCO/BUDP/SR.P.CO/ 691, dt. 11/08/1995. That CIDCO Ltd. by another letter under the Reference No. CIDCO/BUDP/SR.P.CO/692, dated 11/08/1995 allotted **Plot bearing No. B-12, area admeasuring 1831.79 sq.mtr.** situated at **Sector 6, New Panvel (E)**, in favour of **M/S. SUNNY HOUSING (INDIA) PVT. LTD.**

AND WHEREAS **M/S. SUNNY HOUSING (INDIA) PVT. LTD.** have duly seized and possessed both plots bearing No. **B-11 & B-12, Sector 6, New Panvel (E)** for the purpose of development applied to CIDCO Ltd. for the purpose of development applied to CIDCO Ltd. for amalgamation of both the plots. That accordingly CIDCO Ltd. has amalgamated both the Plots and issued Amalgamation Letter under Ref. No. CIDCO/BUDP/SR.P./CO/243, dt. 26/02/1996.

AND WHEREAS **M/s. SUNNY HOUSING (INDIA) PVT. LTD.**, duly seized and possessed Plot No. **B-11 & B-12** total area admeasuring 3708.38 sq.mtr. in Sector No. 6, New Panvel(W), and entitled to develop said Plots. That **M/s. SUNNY HOUSING (INDIA) PVT. LTD.** applied to CIDCO Ltd. for Development Permission and accordingly CIDCO Ltd. assigned Development Permission and issued Commencement Certification under Ref. No. EE (BP)/ATPO/433, dated 26/03/1996. That **M/s. SUNNY HOUSING (INDIA) PVT. LTD.** have constructed Building in the name of "**NATIONAL COMPLEX**" consisting of Ground plus 7 Upper Floors, and as per plans and specifications issued by Town Planning Authority and entitled to sale constructed units in favour of prospective purchasers. That after completion of construction, CIDCO Ltd. issued Occupancy Certificate under Ref. No. **CIDCO/EE (BP)/ATPO/765, dt. 30/03/1999.**

AND WHEREAS by and under an AGREEMENT FOR SALE made at Panvel, on dated 30/07/1999, between the **M/s. SUNNY HOUSING (INDIA) PVT. LTD.** (Developers/ Builders) of the One Part and **MR. GEORGE VARGHESE** therein referred to as Purchaser of the Other Part. The Developers agreed to sell to the Purchaser is agreed to purchase from the Developers viz. **Flat No. A-603**, on **6<sup>th</sup> & 7<sup>th</sup> Floor**, having Carpet area of **817.00 sq.ft.** equivalent to **75.92 sq.mtr.** (unfurnished structure surface) and Super Covered area i.e. the Carpet area plus proportionate share in the common areas such as Passages, Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the chargeable area on the loft & open terrace, works out to **1170.00 sq.ft.** in the building & registered society known as "**NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD.**"

constructed on **Plot No. B11 & B12, in Sector No. 6**, being situated and lying being at **New Panvel (E), Navi Mumbai, Tal. Panvel, Dist. Raigad**, within the limits of CIDCO Ltd. and/or Panvel Town Municipal Corporation (herein after referred to as the "SAID FLAT"). And the said agreement was registered in the office of Sub-Registrar Assurances Panvel at Serial No. **PVL1-2158-1999** dated **30/07/1999.**

AND WHEREAS **MR. GEORGE VARGHESE** have sold the said **Flat No. A-603** to **MR. VARGHESE MATHEW** vide DEED OF CONVEYANCE / DEED OF ASSIGNMENT cum CONFIRMATION DEED registration document dated **16/02/2014** under Registered Document No. **PVL5-1202-2014** registered before the Sub- Registrar Office Panvel.

AND WHEREAS **MR. VARGHESE MATHEW** is the member of the "**NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD.**", registered under Maharashtra Co-operative Societies Act, 1960 having Registration No. **NBOM/CIDCO/HSG/(OH)/ 2068/JTR/2005-2006, dated 22/07/2005** and the holding **5** Shares of Rs. **50/-** each vide Share Certificate No. **18A** referred to as "the said Shares") issued under Sr. No. **336 to 340** of Share Certificate Register.

AND WHEREAS Seller/s is the owner and is absolutely seized and possessed of and entitles to the said **Flat No. A-603**, on **6<sup>th</sup> & 7<sup>th</sup>** Floor, having Carpet area of **817.00 sq.ft.** equivalent to **75.92 sq.mtr.** (unfurnished structure surface) and Super Covered area i.e. the Carpet area plus proportionate share in the common areas such as Passages, Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the chargeable area on the loft & open terrace, works out to **1170.00 sq.ft.** in the building & registered society known as "**NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD.**" constructed on **Plot No. B11 & B12, in Sector No. 6**, being situated and lying being at **New Panvel (E), Navi Mumbai, Tal. Panvel, Dist. Raigad**, within the limits of CIDCO Ltd. and/or Panvel Town Municipal Corporation.

AND WHEREAS the Seller/s is not in need of the said Flat, he has decided to sell and dispose it off.

AND WHEREAS the Purchaser/s are interested in purchasing the said Flat, she approached to the Seller/s and a talk regarding Sale and purchase of the Flat took place between the parties.

AND WHEREAS on discussion, the Seller/s agreed to sell and the Purchaser/s have agreed to purchase the said Flat for a total consideration of **Rs. 95,00,000/- (Rupees Ninety Five Lakh Only)**.

AND WHEREAS the party of the First Part, is in actual possession of the said Flat with existing amenities and the transaction of the purchase of the said Flat on ownership basis is completely by the party of the first part from their own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. The party of the first part has got full right and absolute authority to sell/diposed off and transfer all their right, title and interest in the said Flat as their self-acquired property.

AND WHEREAS other terms and conditions are mutually settled and agreed between the parties as appearing herein below:-

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Seller/s hereby agree to sell and the Purchaser/s hereby agree to purchase said **Flat No. A-603**, on **6<sup>th</sup> & 7<sup>th</sup>** Floor, having Carpet area of **817.00 sq.ft.** equivalent to **75.92 sq.mtr.** (unfurnished structure surface) and Super Covered area i.e. the Carpet area plus proportionate share in the common areas such as Passages, Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the chargeable area on the loft & open terrace, works out to **1170.00 sq.ft.** in the building & registered society known as "**NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD.**" constructed on **Plot No. B11 & B12, in Sector No. 6**, being situated and lying being at **New Panvel (E), Navi Mumbai, Tal. Panvel, Dist. Raigad**, within the limits of CIDCO Ltd. and/or Panvel Town Municipal Corporation and more particularly described in the Schedule written hereunder.

2. The area of the Flat hereby agreed to be sold is having Carpet area of **817.00 sq.ft.** equivalent to **75.92 sq.mtr.** (unfurnished structure surface) and Super Covered area i.e. the Carpet area plus proportionate share in the common areas such as Passages, Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the chargeable area on the loft & open terrace, works out to **1170.00 sq.ft.** and it is shown by red boundary line on the plan attached herewith.

3. The consideration for the said transfer as settled and agreed between the parties is **Rs. 95,00,000/- (Rupees Ninety Five Lakh Only)** The said amount of consideration is to be paid as under :

Rs. \_\_\_\_\_/- Paid by \_\_\_\_\_

Rs. \_\_\_\_\_/- Paid by \_\_\_\_\_

Rs. 95,000/- 1% TDS will be paid on or before Sale Deed.

Rs. \_\_\_\_\_/- Will be paid after passing the loan from any financial institution or bank within 45 days from the date of Agreement for Sale.

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**Rs. 95,00,000/- (Rupees Ninety Five Lakh Only)**  
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4. The Seller/s and the Purchaser/s declare that the amount of consideration stated above is adequate and reasonable and according to the present market rate and none of the parties has any grievances about the same.

5. The Seller/s will give the possession of the said Flat to the Purchaser/s after receiving balance payment i.e. full and final payment. The Seller/s hereby declare that till today he has not sold, mortgage, gifted or otherwise parted, with possession of the said Flat, nor have been entered into any such agreement to any other party. The Seller/s hereby agree to co-operate for transferring the above

said property in the name of Purchaser in the Flat of CIDCO Ltd. /Panvel Town Municipal Corporation, M.S.E.D.C.L., Water department and any other concerned Department.

6. The "**NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD.**" has given its consent to the Seller/s to transfer his right in the name of Purchaser/s.

7. It is agreed by the both parties that they will complete this agreement's conditions and it is bounded on the Purchaser/s. This is an essence of the contract.

8. The Seller/s hereby declares that the completion certificate of the building erected on the property more particularly described in the First Schedule written hereunder has been obtained from CIDCO Ltd.

9. The Seller/s hereby declares that all taxes and dues of whatsoever nature in respect of the Flat hereby agreed to be transferred are paid by them alone up to the date of possession. The Purchaser shall be responsible for payment of further taxes and dues in respect of Flat hereby agreed to be transferred from the date of possession.

10. The Party of the First Part states that he has not been any case of encumbrance against the said Flat hereby agreed to be sold. The Flat is agreed to be transferred free from any encumbrances.

11. The Seller/s hereby declares that the Flat hereby agreed to be sold and transferred is not requisitioned nor have he received any such notice.

12. The Seller/s declares that he has got full right and authority to deal with the Flat hereby agreed to be sold. If any objection is raised by anybody regarding this transaction, the same shall be removed by the Seller/s alone at their cost.

13. The Seller/s hereby undertakes to give a vacant peaceful possession of Flat after getting full and final payment to the Purchaser/s.

14. The Seller/s also declared that there was no deal with the said Flat in any manner nor he has done any agreement with any another party or person.

15. The Seller/s herein has produced the following documents before the Purchaser:

a) The Seller/s have agreed to submit his application to the **"NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD."** to the effect that their name as a member of the said proposed society be deleted and name of the Purchaser should be taken as a member in their place and also transfer the shares in the name of the Purchaser.

b) That Seller/s will sign transfer form and submit the same to the Society after receiving full and final payment.

16. The Seller/s hereby undertakes to make out a clear and marketable title to the property agreed to be sold.

17. The Purchaser hereby undertake to become a member of said society and undertake to sign all papers necessary for that purpose.

18. The expenses for conveying the said Flat such as Stamp Duty, Registration fees shall be borne and paid by the Purchaser alone.

19. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963, and Rule 1964 or any other provisions of law applicable hereto.

20. All the terms and conditions of the Builder's Agreement will be applicable to this agreement.

The Government of Maharashtra in the public interest has decided to reduce the stamp by 1% to the **Single Women Purchaser** as otherwise chargeable under clause (b) of Article 25 of Schedule 1 appended to the Maharashtra Stamp Act (LX of 1958) as applicable for purchase of Residential Unit only and for this Agreement the Purchaser has taken benefit of 1% of Stamp duty under the above mentioned Act.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT Piece or parcel of Land known as Plot No. B11 & B12 situated at Sector No. 6, Village - New Panvel (E), Navi Mumbai, Tal. Panvel, Dist. Raigad, containing by admeasuring 3708.38 sq.mtr. or thereabouts and bounded as follows :**

**Plot No. B11 & B12 amalgamated :-**

On or towards North by : 6.00 mtr. Wide Road  
On or towards South by : 11.00 mtr. Wide Road  
On or towards East by : BUDP Project  
On or towards West by : 20.00 mtr. Wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Flat No. A-603, on 6<sup>th</sup> & 7<sup>th</sup> Floor, having Carpet area of 817.00 sq.ft. equivalent to 75.92 sq.mtr. (unfurnished structure surface) and Super Covered area i.e. the Carpet area plus proportionate share in the common areas such as Passages, Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the chargeable area on the loft & open terrace, works out to 1170.00 sq.ft. in the building & registered society known as "NATIONAL COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD." constructed on Plot No. B11 & B12, in Sector No. 6, being situated and lying being at New Panvel (E), Navi Mumbai, Tal. Panvel, Dist. Raigad, within the limits of CIDCO Ltd. and/or Panvel Town Municipal Corporation.**

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED "SELLER/S"

**MR. VARGHESE MATHEW** \_\_\_\_\_

S/o. **GEEVARGHESE MATHAI**

IN THE PRESENCE OF.....

1.

2.

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED "PURCHASER/S"

**MRS. RESHMY MARY KURIAN** \_\_\_\_\_

IN THE PRESENCE OF.....

1.

2.

**:: R E C E I P T ::**

Received from Purchaser/s a sum of **Rs.** \_\_\_\_\_/-  
**(Rupees \_\_\_\_\_ Only)** paid as Part Payment  
against the sale of **Flat No. A-603**, on 6<sup>th</sup> & 7<sup>th</sup> Floor, having Carpet  
area of 817.00 sq.ft. equivalent to 75.92 sq.mtr. (unfurnished  
structure surface) and Super Covered area i.e. the Carpet area plus  
proportionate share in the common areas such as Passages,  
Staircases, Walls, Lifts, Recessed spaces, Stilts etc. and the  
chargeable area on the loft & open terrace, works out to 1170.00  
sq.ft. in the building & registered society known as "NATIONAL  
COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD."  
constructed on Plot No. B11 & B12, in Sector No. 6, being situated  
and lying being at New Panvel (E), Navi Mumbai, Tal. Panvel, Dist.  
Raigad, within the limits of CIDCO Ltd. and/or Panvel Town  
Municipal Corporation.

I SAY RECEIVED.

**Rs.** \_\_\_\_\_/-

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**MR. VARGHESE MATHEW**  
**S/o. GEEVARGHESE MATHAI**  
Seller/s

Witness:-

1.

2.