AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Vasai on this 11th day of March 2024.

BETWEEN

- MR. VARGHESE AUGUSTINE PALAYIL, aged about 72 years, Aadhar No.: 3559 4018 0223, PAN: ABZPP3215C, Adult, Indian Inhabitant, residing at A-103/104, Barcilona, EC-5A, Evershine City, Ambadi Road, Near J. B. Ludhani School, Gokhiware, Vasai East, Maharashtra – 401208;
- MRS. PRESTEENA VARGHESE PALAYIL, aged about 69 years, Aadhar No.: 9264 4713 5825, PAN: ASDPP7734K, Adult, Indian Inhabitant, residing at A-103/104, Barcilona, EC-5A, Evershine City, Ambadi Road, Near J. B. Ludhani School, Gokhiware, Vasai East, Maharashtra – 401208;

hereinafter referred to as "The Vendors/Transferors" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their legal heirs, administrators, executors, trustees, representatives, assignees etc) of the FIRST PART;

AND

- 1. MRS. MINI SAJI MANALIL, aged about 51 years, PAN: AGVPT1673R, Aadhar No: 6280 9468 8372, Adult, Indian Inhabitant, residing at Plot No. 50/B-20, Versova Andheri Yashomandir CHS, Lokhandwala Road, S.V.P. Nagar, Mhada, Four Bunglow, Andheri West, Mumbai, Maharashtra 400053;
- 2. MR. SAJI THOMAS MANALIL, aged about 53 years, PAN: ADWPT9901C, Aadhar No: 9741 1858 2906, Adult, Indian Inhabitant, residing at Plot No. 50/B-20, Versova Andheri Yashomandir CHS, Lokhandwala Road, S.V.P. Nagar, Mhada, Four Bunglow, Andheri West, Mumbai, Maharashtra 400053;

hereinafter referred to as the "The Purchasers/Transferees" (which expression unless repugnant to the context or meaning thereof shall mean and include their legal heirs, administrators, executors, trustees, representatives, assignees) of the SECOND PART;

The 'Vendors/Transferors' and 'Purchasers/Transferees' are collectively referred to as the "Parties".

WHEREAS

A. Vide Registered Agreement dated 3rd May 1995 registered at Sub-Registrar of Assurances at Vasai-1 bearing Registration no. _____ of 1995 dated _____ executed between M/s. Star Evershine Civil Works Private Limited (the

Builders therein), Mr. Varghese A. Palayil and Mrs. Presteena V. Palayil (the Purchasers therein), the Vendors/Transferors herein came to be seized and possessed off and otherwise well and sufficiently entitled to the said Flat bearing no. 103, admeasuring about 38.47 sq. mtrs. Built-up Area, situated on the First Floor in 'A' Wing in Building No. 5A, in the Society known as "BARCILONA CO-OPERATIVE HOUSING **SOCIETY LIMITED**", constructed on land bearing Survey No. 100, 101, 107, 108, 109, 110, 111, 112, 113 & 157 situated at Village Manickpur, Survey no. 245/1/2, 262/2, 258, 260/4/1, 247, 246, 249P, 252P, 253P, 354P, 261P, 262P, 265P, 266P, 267P, 272P, 278P situated at Village Achole, Survey No. 105 situated at Village Gokhivare, Vasai East, Taluka Vasai, District-Palghar (erstwhile Thane) in the Registration Sub-District of Vasai within the limits of Vasai Virar Shahar Mahanagarpalika (hereinafter referred to as the "said Flat") more particularly described in the Schedule herein under written and as such are the registered holder of 5 (five) fully paid-up share of Rs. 50 (Fifty) each numbered from 26 to 30 (both inclusive), bearing Share Certificate No. 06 and Member's Register No. 06 (hereinafter referred to as the "said Shares") in "BARCILONA CO-OPERATIVE HOUSING SOCIETY LIMITED" having its Registration No. TNA(VSI)HSG.(T.C.)9590 of 97-98 Dated 11/02/1998 (hereinafter referred to as the "Said **Society")** (The said Flat and the said Shares are collectively referred to as "the Said Property").

B. The Vendors/Transferors have represented to the Purchasers/Transferees as under:-

a) That the Vendors/Transferors are the absolute bonafide owners of the said Property and as such are in exclusive use, occupation and possession of the said Property and

no other person/s has/have any possessory or occupancy right in respect of the said Property.

- b) That there is no loan, lien, mortgage, encumbrances on the said Property and the said Property is not subject to any other claim, demand, encumbrances, attachment or any processes issued by any Court or Authority.
- c) That the Vendors/Transferors have absolute authority to deal with Sale and Transfer of the said Property to the Purchasers/Transferees and that no other person or persons, other than the Vendors/Transferors, have any right, title, benefit, interest, claim or demand of any nature whatsoever into or upon the said Property by way of sale, lien, mortgage, charge, gift, trust or otherwise.
- d) That the said Property is not the subject matter of any litigation nor is the same attached in execution of any decree and that no acquisition proceedings are pending before any authority whatsoever.
- e) That there are no attachments or prohibitory orders against the said Property and the said Property is not subject matter of any lispendance or attachments either before or after judgments.
- f) That the Vendors/Transferors have not entered into any Agreement or Arrangement or ally or written in respect of the sale and transfer of the said Property with any other person/s.

- g) That the Vendors/Transferors have not created any adverse right or interest in respect of the said Property whereby the Vendors/Transferors are prevented from selling, transferring and conveying the same in favour of the Purchasers/Transferees.
- h) That the Vendors/Transferors have not been prohibited from dealing with, disposing off or selling and transferring the said Property hereto by any Income Tax, Wealth Tax, and/or any other Act / any other Authority.
- i) That there is no Injunction or any other order from any Court, Tribunal, Collection, Revenue Authority, Municipal Corporation or any Taxation Authority for any taxes of dues in respect of the said Property on account whereof the Vendors/Transferors are disentitled to or restrained from selling, transferring or conveying the said Property.
- j) The Vendors/Transferors have not been adjudicated insolvent nor have they committed any act of insolvency nor any order of any Court or Authority restraining or creating any inability from entering into this Agreement.
- k) That the Vendors/Transferors share of Maintenance and other Charges in respect of the said Property payable to the concerned authority have been paid by the Vendors/Transferors up to the actual possession of the said Property.
- If there are any hindrances in handing over the peaceful, complete and vacant possession of the said Property or

any claims due to any act of the Vendors/Transferors till the date of actual possession of the said Property is handed over to the Purchasers/Transferees, then the Vendors/Transferors hereby agree to indemnify and keep indemnified the Purchasers/Transferees for the losses and costs that they may incur / suffer by the Purchasers/Transferees.

- A. Upon the strength of the aforesaid declarations, understanding and representations made by the Vendors/Transferors to the Purchasers/Transferees and the Purchasers/Transferees believing the same to be true and correct, honest and bonafide, the parties entered into negotiations and pursuant to the said representations and negotiations, the Purchasers/Transferees hereby agree to purchase and acquire the said Property for a consideration amount of Rs. 31,50,000/- (Rupees Thirty-One Lakhs Fifty Thousand only) (hereinafter referred to as the said "total consideration amount") and upon certain other terms and conditions hereinafter appearing mutually agreed by and between the parties to these presents.
- **B.** The Vendors/Transferors are the bonafide Owners of the said Property and are thus entitled to sell, Transfer, Convey and assign all thier rights, title, and beneficial interests, in the said Property in favour of the Purchasers/Transferees.
- C. The Purchasers/Transferees have agreed to acquire from the Vendors/Transferors, the said Property, together with the Vendors/Transferors Right, title and interest therein, free from all encumbrances and reasonable doubts to which the Vendors/Transferors have agreed upon the terms and conditions represented herein.

D. The parties hereto are desirous of recording the terms and conditions of this Agreement for Sale in the manner hereinafter appearing.

NOW THIS AGREEMENT FOR SALE WITNESS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- **1)** The aforesaid recitals shall form an integral part of this Agreement as if the same are set out and incorporated herein.
- 2) COVENANT TO SELL AND The **PURCHASE** Vendors/Transferors have agreed to sell the Purchasers/Transferees have agreed to purchase the said Property being Flat bearing no. 103, admeasuring about 38.47 sq. mtrs. Built-up Area, situated on the First Floor in 'A' Wing in Building No. 5A, in the Society known as "BARCILONA CO-OPERATIVE HOUSING SOCIETY LIMITED", constructed on land bearing Survey No. 100, 101, 107, 108, 109, 110, 111, 112, 113 & 157 situated at Village Manickpur, Survey no. 245/1/2, 262/2, 258, 260/4/1, 247, 246, 249P, 252P, 253P, 354P, 261P, 262P, 265P, 266P, 267P, 272P, 278P situated at Village Achole, Survey No. 105 situated at Village Gokhivare, Vasai East, Taluka Vasai, District-Palghar (erstwhile Thane) in the Registration Sub-District of Vasai within the limits of Vasai Virar Shahar Mahanagarpalika and as such are the registered holder of 5 (five) fully paid-up share of Rs. 50 (Fifty) each numbered from 26 to 30 (both inclusive) bearing Share Certificate No. 06 and Member's Register No. 06 in "BARCILONA CO-**OPERATIVE HOUSING SOCIETY LIMITED"** having its Registration No. TNA(VSI)HSG.(T.C.)9590 of 97-98 dated 11/02/1998.

- 3) CONSIDERATION/PRICE In Consideration of the Vendors/Transferors having agreed to sell the said Property to the Purchasers/Transferees, the Purchasers/Transferees shall pay to the Vendors/Transferors the total consideration amount being the price of the said Property, a sum of Rs. 31,50,000/-(Rupees Thirty-One Lakhs Fifty Thousand only).
- 4) The Purchasers/Transferees have paid the Vendors/Transferors the Consideration amount of the said Property in the following manner:-

no. 1. Bank Transfer beari	ng no. Rs. 11,000/-
	ng no. Ks. 11,000/-
404011631984 dated 09	· · ·
from State Bank of India	
West Branch favoring	vargnese
Augustine Palayil	
2. Cheque bearing No. 1830	
	e Bank of (Rupees Two Lakhs Fifty
India, Andheri West Branc	h favoring Thousand Only)
Varghese Augustine Palayil	
3. Cheque bearing No.	, dated Rs. 64,000/-
from	(Rupees Sixty Four Thousand
Bank,	_ Branch Only)
favoring Varghese Augustine	Palayil Palayil
4. Cheque bearing No.	, dated Rs. 3,25,000/-
	(Rupees Three Lakhs Twenty
Bank,	Branch Five Thousand Only)
favoring Presteena Varghese	Palayil
TOTAL AMOUNT	Rs. 6,50,000/-
	(Rupees Six Lakhs Fifty
\wedge \vee	Thousand Only)

- **5)** That the Vendors/Transferors hereby confirm the receipt of the aforesaid amount and hereby forever acquit and discharge the Purchasers/Transferees from its payment thereof.
- 6) That the balance consideration amount being Rs. 25,00,000/(Rupees Twenty Five Lakhs Only) shall be paid by the

Purchasers/Transferees to the Vendors/Transferors by availing Bank Loan from its respective Bankers. The Purchasers/Transferees shall make sure that the disbursement of the said Loan amount in favour of the Vendors/Transferors shall be made within a period of **45 (Forty Five) Days** from the date of execution and registration of this Agreement.

- 7) In event of failure to make the payment of balance Consideration Amount within the stipulated period of 45 (Forty Five) days then the Purchasers/Transferees shall be liable to pay interest at the rate of 12% p.a to the Vendors/Transferors till the date of realization of the balance consideration amount.
- 8) POSSESSION That the Vendors/Transferors shall hand over to the Purchasers/Transferees all the original documents in respect of the Said Property immediately upon registration of this Agreement for Sale. On receipt of the entire consideration in full and final settlement only, the Vendors/Transferors shall grant, assign, transfer, relinquish and assure all their rights, titles and interests of whatsoever nature on the said Property to the Purchasers / Transferees herein. The Vendors / Transferors have agreed to hand over the vacant, peaceful and absolute possession of the Said Property to the Purchasers/Transferees upon clearance entire consideration amount. The Vendors/Transferors further agree, confirm and undertake that from time to time and at all times hereafter and at the cost of the Purchasers/Transferees do or execute and procure all documents and such further assurances in law and better and very perfectly transfer rights, titles, interests and benefits in the Said Property. The Vendors/Transferors doth hereby covenant with Purchasers/Transferees that pursuant to the payment of full consideration, the Purchasers/Transferees shall quietly and

peacefully possess and occupy and enjoy the said Property without any let, hindrance, denial, demand, interruption or eviction from the Vendors/Transferors or any other person or persons lawfully or equitably claiming through / under or interest in the name of the Vendors/Transferors or otherwise.

9) **COMPLETION OF SALE –** The Sale shall be completed against the payment of the balance consideration amount by the Purchasers/Transferees to the Vendors/Transferors. The Vendors/Transferors undertake that from time to time and at all times hereafter the and at cost of the Purchasers/Transferees do or execute and procure all documents and such further assurances in law and better and very perfectly transfer rights, titles, interests and benefits in the Said Property and every part thereof unto the use of the Purchasers/Transferees.

10) DECLARATIONS AND COVENANTS OF THE VENDOR

- The Vendors/Transferors declares that they are the absolute owners and the beneficiary of the said Property otherwise entitled to the same and to all the incidental rights thereto and to the exclusive rights for use, enjoyment and occupation of the said Property and except the Vendors/Transferors, no other person or persons have any right, title, interest claim/demand of any nature whatsoever unto or upon the said Property.
- notwithstanding any act, deed, matter or thing whatsoever by the Vendors/Transferors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary, the Vendors/Transferors have good

right, full power and absolute authority to convey, transfer and assure the said Property hereby agreed to be transferred, conveyed and assigned in favour of the Purchasers/Transferees as aforesaid and they have not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Property may be rendered void or voidable.

- The Vendors/Transferors doth hereby covenant with the Purchasers/Transferees that pursuant to payment of full consideration, the Purchasers/Transferees shall quietly and peacefully possess and occupy and enjoy the said Property without any let, hindrance, denial, demand, interruption or eviction from the Vendors/Transferors or any other person or persons lawfully or equitably claiming through / under or interest in the name of the Vendors/Transferors or otherwise.
- iv) The Vendors/Transferors doth hereby covenant with the Purchasers/Transferees that they have not created any encumbrance of whatsoever nature such as mortgage, lease, lien, charge, etc., on the said Property as on the date of this agreement and if any future dispute and or adverse claim arise from any institution/s, individual/s, the Vendors/Transferors shall make good of the same at their own expenses.
- v) The Vendors/Transferors hereby covenant that If any person claims any right, title or interest in the said Property through the Vendors/Transferors and thereby the Purchasers/Transferees are put to any losses, expenses, then in such event the Vendors/Transferors agree and undertake to indemnify and keep indemnified the Purchasers/Transferees against all claims, actions, demands and proceedings arising in respect of the said Property.

- vi) The Vendors/Transferors agrees to pay all the dues such as Electricity Bills, VVMC taxes/ and other bills / levies etc., in respect of the Said Property or any facilities availed / provided in the Said Property, upto the date of Execution of this Agreement for Sale.
- vii) The Vendors/Transferors have agreed to obtain all the necessary No Objection Certificates / permissions required for the effective transfer and / or Registration of the Said Property in the name of the Purchasers/Transferees.
- Viii) That there are no proceedings instituted by or against the Vendors/Transferors in respect of the said Property and/or pending in any Court of law or before any authority. No *lispendens* notices existing in respect of the said Property.
- ix) That the Vendors/Transferors are not directly and/or indirectly refrained, prevented and/or prohibited by any Court of law or authorities including taxation authorities or otherwise from entering into the present Agreement for Sale of the said Property against the Vendors/Transferors.
- x) That there are no insolvency notices or petitions or proceedings pending against the Vendors/Transferors.
- xi) That the Vendors/Transferors have duly complied with the terms of the Agreement dated 03rd May 1995 having serial no VSI-1/____/1995.
- xii) The Vendors/Transferors shall, on completion of Transfer shall sign and execute all the necessary applications,

documents and other assurances as may be necessary or as may be required by the said Society.

The Vendors/Transferors doth hereby covenant with the Purchasers/Transferees that they have not created any encumbrance of whatsoever nature such as mortgage, lease, lien, charge, etc., on the said Property as on the execution of this Agreement for Sale and if any future dispute and/or adverse claim arise from any institution/s, individual/s, the Vendors/Transferors shall make good of the same on their own expenses.

11) THE PURCHASERS/TRANSFEREES DECLARE AND COVENANTS AS FOLLOWS:-

- a) It is agreed between the parties hereto that pursuant to the completion of Sale all the future taxes, charges, which may become due and payable to the VVMC / and / or any other concerned Govt. local authorities shall be borne by the Purchasers/Transferees only.
- Agreement is subject to the Terms and conditions of the Agreement dated _____ and the same shall bind the Vendors/Transferors/ Purchasers/Transferees and / their legal heir/s, and the Vendors/Transferors/ Purchasers/Transferees shall comply with the same.
- **12)** The Purchasers/Transferees are absolutely entitled to all the future benefits which may arise from or out of the Said Property.
- **13)** The Vendors/Transferors shall from time to time and at all reasonable times do and execute or cause to be done and

executed all such acts, deeds and things whatsoever for more perfectly securing the right, title and interest of the Vendors/Transferors in the said Property agreed to be sold and transferred unto and to the use of the Purchasers/Transferees.

- bear and pay all the outgoings in respect of the said Property including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the concerned authorities till the date of completion of Sale and the Purchasers/Transferees shall bear and pay all such outgoings, dues and charges to the concerned authorities from the date of completion of Sale and receiving possession of the said Property.
- **VENDORS/TRANSFERORS** 15) INDEMNITY OF_ The Vendors/Transferors hereby covenant that if any person claims any right, title or interest in the said Property through the Vendors/Transferors and thereby the Purchasers/Transferees are put to any losses, expenses, then in such event the Vendors/Transferors agree and undertake indemnify and keep indemnified Purchasers/Transferees against all claims, actions, demands and proceedings arising in respect of the said Property. The Vendors/Transferors doth hereby indemnify and agree to keep indemnified the Purchasers/Transferees against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Property and/or the said Share or in respect of any compensation, Claims, demands, fine, penalties, costs, charges and expenses or any other liabilities whatsoever made or brought against or incurred, suffered, levied or

imposed pursuant to the transfer of the said Property under the terms of this Agreement and/or by reason or by virtue of non-performance and non-observance of any of the terms and conditions of this Agreement, covenants and provisions thereof.

- 16) NOTICES All communications required to be given under this Agreement shall be in writing and may be delivered and shall be deemed to have been received if sent through post, courier or any other acceptable means of communication. The address for service of the same of the Parties shall be same as mentioned hereinabove of this Agreement.
- 17) ENTIRE AGREEMENT This Agreement (including the Schedules & Annexures) constitute the entire Agreement between the Parties hereto and shall supercedes all prior Agreements, letters of intent and understandings, both written and oral arrived at between the parties with respect to the Said Property.
- **18) AMENDMENT AND MODIFICATION** This Agreement shall not be amended or modified except by way of an instrument in writing signed and executed by both the Parties.
- This Agreement as also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with laws of India. Any disputes and/or differences arising out of this Agreement or from the interpretation of the terms and conditions, or noncompliance or non-payment thereunder, the same shall be resolved mutually and amicably by both the Parties. The Courts of Maharashtra shall have exclusive jurisdiction to try

and entertain all disputes arising between the parties hereunder.

- **20) STAMP DUTY, REGISTRATION–** The Stamp Duty and Registration charges on this Instrument shall be borne and paid by the Purchasers/Transferees alone.
- **21)** The Parties herein have agreed to pay the Transfer charges equally.
- **22)** The terms hereinabove have been explained to the parties hereto and they are true and correct.

THE SCHEDULE REFERRED TO HEREINABOVE ("THE SAID FLAT")

Flat bearing no. 103, admeasuring about 38.47 sq. mtrs. Built-up Area, situated on the First Floor in 'A' Wing in Building No. 5A, in the Society known as "BARCILONA CO-OPERATIVE HOUSING SOCIETY LIMITED", constructed on land bearing Survey No. 100, 101, 107, 108, 109, 110, 111, 112, 113 & 157 situated at Village Manickpur, Survey no. 245/1/2, 262/2, 258, 260/4/1, 247, 246, 249P, 252P, 253P, 354P, 261P, 262P, 265P, 266P, 267P, 272P, 278P situated at Village Achole, Survey No. 105 situated at Village Gokhivare, Vasai East, Taluka Vasai, District-Palghar (erstwhile Thane) in the Registration Sub-District of Vasai within the limits of Vasai Virar Shahar Mahanagarpalika.

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR HANDS TO THIS WRITING ON THE DATE MONTH AND YEAR FIRST HEREINABOVE WRITTEN

	_	Г	
SIGNED AND DELIVERED)		
BY THE WITHINNAMED)		
VENDORS/TRANSFERORS)		
1) MR. VARGHESE AUGUSTINE P	PALAYIL)		
2) MRS. PRESTEENA VARGHESE	PALAYIL)		
z) Michiel Resilent vincenzez	,		
	•		
SIGNED AND DELIVERED)		
BY THE WITHINNAMED)		
PURCHASERS/TRANSFEREES)		
1) MRS. MINI SAJI MANALIL)		

2) MR. SAJI THOMAS MANAL	IL)
IN THE PRESENCE OF)
1. Name:	1
2. Name:)

RECEIPT

RECEIVED of and from the within named Purchasers/Transferees, a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) out of the total consideration amount of Rs. 31,50,000/- (Rupees Thirty-One Lakhs Fifty Thousand Only) for purchasing the said property being Flat bearing no. 103, admeasuring about 38.47 sq. mtrs. Built-up Area, situated on the First Floor in 'A' Wing in Building No. 5A, in the Society known as "BARCILONA CO-OPERATIVE HOUSING SOCIETY LIMITED", constructed on land bearing Survey No. 100, 101, 107, 108, 109, 110, 111, 112, 113 & 157 situated at Village Manickpur, Survey no. 245/1/2, 262/2, 258, 260/4/1, 247, 246, 249P, 252P, 253P, 354P, 261P, 262P, 265P, 266P, 267P, 272P, 278P situated at Village Achole, Survey No. 105 situated at Village Gokhivare, Vasai East, Taluka Vasai, District-Palghar (erstwhile Thane) in the Registration Sub-District of Vasai within the limits of Vasai Virar Shahar Mahanagarpalika in the following manner:-

Sr	Particulars of Payment	Amount
	r articulars of r ayment	Amount
no.		7 44 222 4
1.	Bank Transfer bearing no.	
	404011631984 dated 09/02/2024	(Rupees Eleven Thousand
	from State Bank of India, Andheri	Only)
	West Branch favoring Varghese	
	Augustine Palayil	
2.	Cheque bearing No. 183050 dated	Rs. 2,50,000/-
	16.02.2024 drawn on State Bank of	(Rupees Two Lakhs Fifty
	India, Andheri West Branch favoring	Thousand Only)
	Varghese Augustine Palayil	
3.	Cheque bearing No, dated	Rs. 64,000/-
	from	(Rupees Sixty Four Thousand
	Bank, Branch	Only)
(favoring Varghese Augustine Palayil	
4.	Cheque bearing No, dated	Rs. 3,25,000/-
	from	(Rupees Three Lakhs Twenty
	Bank, Branch	Five Thousand Only)
	favoring Presteena Varghese Palayil	
TOT	TAL AMOUNT	Rs. 6,50,000/-
		(Rupees Six Lakhs Fifty
		Thousand Only)

We say Received Rs. 6,50,000/-(Rupees Six Lakhs Fifty Thousand Only)

Vendors	/Transferors

In presence of:-

