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दस्त क्रमांक	२५०९९ / २०२४
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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and entered into at THANE this 24th of September, 2024.

BETWEEN

MR. JOMON SKARIA, (NRI) age 53 years, Pan No. AWUPS2892L, AND MRS. NISHA ANI JOMON, (NRI) age 49 years, Pan No. DBTPJ5987G, having address at Flat No. A-2/603, 6th Floor, Neelkanth Valley, Kolshet Road, Opp. Kavya Dhara, Dhokali, Thane (W) 400607; hereinafter referred to as "**THE TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, executors and administrators) of the One Part;

AND

MR. HITESH MAHENDRA PATEL, age 37 years, Pan No. BAIPP0240C AND MRS. SHILPA HITESH PATEL, age 37 years, Pan No. CGCPP3652F, having address at Flat No. A-3/703, 7th Floor, Neelkanth Valley, Kolshet Road, Dhokali, Thane (W) 400607, hereinafter called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, executors and administrators) of the Second Part;



[Signature]

Nisha Jomon

H.M. Patel

Shilpa h.

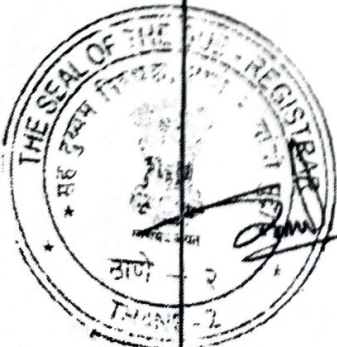
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दिनांक २५/०९/२०२४

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Whereas:

- (A) With respect to ALL THAT FLAT bearing Flat No. 603 admeasuring 935 sq. ft. Carpet area on 6th Floor in the A-2 building known as Neelkanth Valley along with One Stilt Car Parking No. 08 in society known as "NEELKANTH VALLEY Co-operative Housing Society Ltd" standing on the plot of land bearing Survey No. 9, Hissa No. 1/2, 5/1, New Survey No. 9, Hissa No. 6(P) of Village Dhokali being and situated at Kolshet Road, Dhokali Naka, Thane (W) 400607 within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane(hereinafter referred to as "the said Flat").
- (B) WHEREAS the said Flat No. 603 admeasuring 935 sq. ft. Carpet area on 6th Floor in the A-2 building known as Neelkanth Valley along with One Stilt Car Parking No. 08 in society known as "NEELKANTH VALLEY Co-operative Housing Society Ltd" was purchased by MR. JOMON SKARIA AND MRS. NISHA ANI JOMON from M/S. ASHAPURA ENTERPRISES vide Agreement and registered the same with Joint Sub Registrar having Document No. TNN2-00527-2008, Dated 17.01.2008, and with appropriate stamp duty and registration fees paid and they have acquired all rights, title and interest in Flat No. 603 admeasuring 935 sq. ft. Carpet area on 6th Floor in the A-2 building known as Neelkanth Valley along with One Stilt Car Parking No. 08 in society known as "NEELKANTH VALLEY Co-operative Housing Society Ltd" standing on the plot of land bearing Survey No. 9, Hissa No. 1/2, 5/1, New Survey No. 9, Hissa No. 6(P) of Village Dhokali being and situated at Kolshet Road, Dhokali Naka, Thane (W) 400607 and Registration District and Sub-District of Thane.



Nisha Jomon

H. M. Purohit

Shilpa h.

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- (C) The **TRANSFERORS** have represented that society is registered under the provisions of the Maharashtra Co-operative Societies Act., vide Registration No. TNA/(TNA)/HSG/(TC)/23428/11-12, Date 17.10.2011 the **TRANSFERORS** are the absolute, legal and beneficial owner of 10 fully paid-up Shares of the said Society each having a face value of Rs.50/- (RUPEES FIFTY ONLY) and bearing Distinctive Nos. 981 to 990 (both inclusive) represented by original Share Certificate No. 99 (hereinafter referred to as "the said Shares"), and by virtue thereof as the bonafide and beneficial owner of the said Shares, and incidental to the **TRANSFERORS** membership/ shareholding of the said Shares of the said Society, the **TRANSFERORS** are absolutely, legally and exclusively holds, possess, use, occupy and enjoy, on ownership basis the said Flat. The said Flat more particularly described in the **First Schedule** hereunder written.
- (D) The **TRANSFERORS** have further represented to the **TRANSFEREES** that the **TRANSFERORS** have clear and marketable title to the said Flat and thus the **TRANSFERORS** are well and sufficiently entitled to the Said Flat and have absolute right and power to hold, occupy and deal with and dispose of the Said Flat and to dispose of the same to any third party. Therefore, the **TRANSFERORS**, out of their own will, have decided to sell the said Flat to the **TRANSFEREES** on ownership basis and are entitled to enter into this Agreement.
- (E) AND WHEREAS on coming to know the intention of the **TRANSFERORS** regarding sale of the said Flat, the **TRANSFEREES** approached the **TRANSFERORS** and negotiated for sale and transfer of the said Flat in the said Society in their favor.
- (F) The **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREES** the said Flat for a total consideration of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only).



[Signature]

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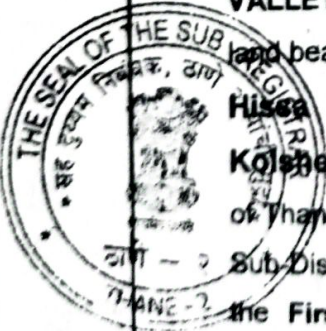
H.M. Patil

Shilpa h.

(G) Pursuant to the negotiations between the **TRANSFERORS** and the **TRANSFEREES**, the **TRANSFERORS** have agreed to sell and transfer to the **TRANSFEREES** and the **TRANSFEREES** have agreed to purchase and acquire from the **TRANSFERORS** the said Flat free from all encumbrances of any nature and whatsoever together with all rights, privileges and benefits of the **TRANSFERORS** incidental to the ownership of the said Flat for a total consideration as set out herein and on the terms and conditions hereinafter appearing;

Now These Presents Witnesseth As Follows in consideration of the recitals, representations, warranties and covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:-

1. The parties (both the **TRANSFERORS** and the **TRANSFEREES**) hereby acknowledge and confirm that the aforesaid recitals, annexure and schedule form an integral part of this Agreement.
2. In pursuance of this Agreement and in consideration of the total and final consideration of Rs.1,25,00,000/- (**Rupees One Crore Twenty Five Lakhs Only**) agreed to be paid to the **TRANSFERORS** by the **TRANSFEREES**; the **TRANSFERORS** hereby sell, assign, convey and transfer unto the **TRANSFEREES**, and the **TRANSFEREES** both hereby purchase and acquire from the **TRANSFERORS** the absolute, legal and exclusive right to hold, possess, use, occupy and enjoy residential Flat No. 603 admeasuring 935 sq. ft. Carpet area on 6th Floor in the A-2 building known as **Neelkanth Valley** along with One Stilt Car Parking No. 08 in society known as "**NEELKANTH VALLEY Co-operative Housing Society Ltd**" standing on the plot of land bearing Survey No. 9, Hissa No. 1/2, 5/1, New Survey No. 9, Hissa No. 6(P) of Village Dhokali being and situated at **Kolshet Road, Dhokali Naka, Thane (W) 400607**, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (i.e. the Said Flat) more particularly described in the **First Schedule** hereunder, and together with all the interest,



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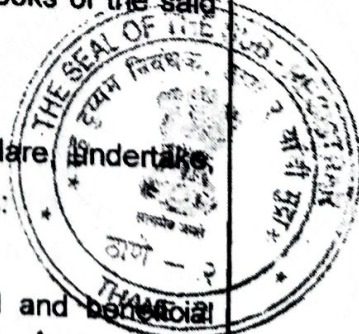
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benefits, advantages, and privileges of and incidental to the Said Flat and also together with the benefit of all deposits lying to the **TRANSFERORS** credit in the books of the said Society including the **TRANSFERORS** share of contributions to the Society's Sinking Fund and the benefit of deposits lying with the Maharashtra State Electricity Board Distribution Company Ltd. (MSEDCL) in respect of the electricity meter(s) installed for electricity supply to the said Flat.

3. The **TRANSFERORS** have agreed that the said total and final consideration of **Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only)** is for the sale and transfer of the said Flat with the **TRANSFERORS** membership of the said Society, and all the interest, benefits, advantages and privileges of and incidental to the **TRANSFERORS** membership of the said Society, and also the benefit of all deposits lying to the **TRANSFERORS** credit in the books of the said Society, including the **TRANSFERORS** share of contributions to the said Society's Sinking Fund and the benefit of deposits lying with the Maharashtra State Electricity Board Distribution Company Ltd. (MSEDCL) in respect of the electricity meter(s) installed for electricity supply to the said Flat. The **TRANSFERORS** hereby agrees that the consideration mentioned herein shall be final and they shall not demand any additional amount from the **TRANSFEREES**.
4. The **TRANSFERORS** have simultaneously with the execution hereof, irrevocably authorized the said Society (in writing), to transfer the said Flat to the name of the **TRANSFEREES** and all deposits and other amounts (including contributions to the said Society's Sinking Fund) standing to the credit of the **TRANSFERORS** in the books of the said Society which are attributable to the said Flat.
5. The **TRANSFERORS** hereby represent, warrant, declare, undertake, covenant and confirm to the **TRANSFEREES** as follows:
 - a) That the **TRANSFERORS** are the absolute, legal and beneficial owners of the said Flat;



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Nisha Jomon

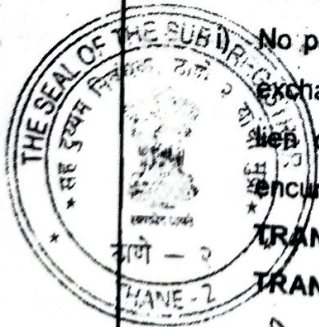
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H. M. Patil

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- b) That the **TRANSFERORS** are in exclusive use, occupation, possession, ownership and enjoyment of the said Flat and every part thereof;
- c) There is no encroachment, trespasser or tenants or occupants or licensee or any third party rights on the said Flat or any part thereof;
- d) The **TRANSFERORS** have full right and absolute authority to transfer/sell the said Flat to the **TRANSFEREES** and the **TRANSFERORS** have not done or caused to be done or executed or been party or privy to any set, deed, matter or thing whereby they are prevented from transferring, selling, conveying, granting and transferring the said Flat to the **TRANSFEREES**.
- e) The **TRANSFERORS** have not entered into any agreement for sale or transferred the said Flat to any other person or persons;
- f) The **TRANSFERORS** do not require any consent or approval from any person for selling and transferring the said Flat except consent of the said Society.
- g) There is no claim of any nature whatsoever by any person or persons or by the said Society, the Builder/Developer of the said building, Government, Municipal Corporation or any other authority in or against the said Flat .
- h) No notice has been received from the Municipal Corporation of Thane, or from any other Government Authority for having committed any violation of any statutory provisions, rules and regulation in respect of the said Flat.



No person have any right, title or interest whether by way of sale, exchange, mortgage, gift, trust, tenancy, possession, inheritance, ~~lien~~ or otherwise howsoever and the said Flat is free from all encumbrances, lien, claim and / or demand whatsoever and the **TRANSFERORS** hereby indemnifies and hold harmless the **TRANSFEREES** with respect to the same in future.

Nisha J. J. J.

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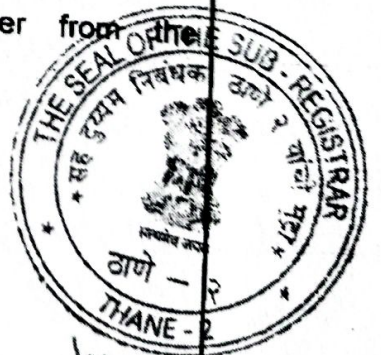
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- j) The said Flat is not subject to any Lis Pendens or attachment either before or after judgment or any other impediment or like nature;
- k) The **TRANSFERORS** right to the said Flat is not attached either before or after judgment or at the instance of taxation authorities or any other authorities and the **TRANSFERORS** have not given any undertakings to the taxation authorities or any other authorities so as to not to deal with or dispose of the right, title and interest in the said Flat and that the **TRANSFERORS** have full and absolute power to deal with the same;
- l) No petition or proceedings for insolvency of the **TRANSFERORS** has been filed or initiated before any Court of Law or other competent authority against the **TRANSFERORS** by their creditors or any other person or persons;
- m) There is no proceeding pending under the Income Tax Act, 1961 in respect of the said Flat or any part thereof and there is no restraint either under Income Tax Act or any other Act or any other statute from selling or transferring the said Flat as contemplated under these presents;
6. Upon receipt of the balance consideration to the **TRANSFERORS** from the **TRANSFEREES**, the **TRANSFERORS** shall immediately deliver to the **TRANSFEREES** the full and complete, legal and absolute, peaceful and vacant possession of the said Flat with the right to the **TRANSFEREES** to hold, possess, use, occupy and enjoy the same, without any obstruction, hindrance or interference of any nature whatsoever from the **TRANSFERORS** or any other persons or parties;



[Signature]

Nisha Jaisoo

H.M. Patil

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7. The **TRANSFERORS** undertake that the **TRANSFERORS** shall pay to the said Society and all other concerned authorities the taxes, rates, duties, maintenance charges, electricity bills and all other outgoings etc. payable by the **TRANSFERORS** in respect of the said Flat up to the date of handing full and complete, legal and absolute, peaceful and vacant possession. If any amount is payable against any outstanding/s the **TRANSFERORS** shall clear the same on or before the execution of this Agreement and if the same is still outstanding, only the **TRANSFERORS** shall be liable for the same even after the execution of this Agreement for all the periods before the execution of this Agreement and the **TRANSFERORS** shall pay or settle the same at their own cost, expenses and responsibility.
- 8) The **TRANSFERORS** agree and undertake that they shall hereafter, at the request of the **TRANSFEREES** sign and execute all such further and other deeds, documents, instruments and writings as may hereafter be required by the **TRANSFEREES** for the purpose of transferring to and vesting in the **TRANSFEREES** the said Flat after receiving the full and final consideration as mentioned in this Agreement at the time of handing over of possession of the Said Flat.
- 9) (a) The **TRANSFERORS** declare having paid all property rates and taxes, assessments, outgoings and maintenance charges to the Society, the Municipal Corporation of Thane (TMC) and all concerned authorities in respect of the said Flat for all periods up to the date of handing over the possession of the said Flat
- (b) The **TRANSFERORS** shall pay and discharge all liabilities, taxes, Society outgoings and maintenance charges etc. in respect of the said Flat chargeable, due and payable for periods on and before handing over of possession of the said Flat.



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Nisha Jomon

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H.M. Patil

Shilpa h.

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16. The transfer fees of the society shall be borne by both the parties in equal proportion. The **TRANSFERORS** shall also hand over their previous agreement, allotment letter, last maintenance charges receipt, last electricity bill, last property tax receipt and other records amounting to the title of the flat for the purpose of their record.
17. The **TRANSFERORS** shall obtain the necessary no objection certificate from "**NEELKANTH VALLEY Co-operative Housing Society Ltd**", to effectuate the legal perfect transfer of the said flat in respect of the said flat in favour of the **TRANSFEREES** herein.
18. The **TRANSFERORS** hereby declare that the cost of consideration mentioned in the agreement is full and final and the **TRANSFERORS** will not demand any additional amount on or above consideration and will provide no objection letter or will execute sign no objection for transfer of any records in the name of **TRANSFEREES**.
19. The parties hereto agree that after execution of this Agreement, the same would be lodged for registration with the concerned Sub-Registrar of Assurances at Thane and both the parties would admit execution thereof before the said concerned Sub-Registrar of Assurances.

SCHEDULE OF PROPERTY

ALL THAT RESIDENTIAL Flat No. 603 admeasuring 935 sq. ft. Carpet area on 6th Floor in the A-2 building known as Neelkanth Valley along with One Stilt Car Parking No. 08 in society known as "**NEELKANTH VALLEY Co-operative Housing Society Ltd**" standing on the plot of land bearing Survey No. 9, Hissa No. 1/2, 5/1, New Survey No. 9, Hissa No. 6(P) of Village Dhokali being and situated at Kolsher Road, Dhokali Naka, Thane (W) 400607 within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane ("the Said Flat").



[Signature]

Nisha Sharma

H.M. Patel

Shilpa h.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands hereafter on this day and year first hereinabove written.

SIGNED AND DELIVERED by the)
with in named "the TRANSFERORS")



[Handwritten signature of Mr. Jomon Skaria]

MR. JOMON SKARIA)

Nisha Jomon
MRS. NISHA ANI JOMON)
in the presence of.)



1. BHAVESH HARIBHAI PATEL)

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2. Himmat Ramantal Patel)

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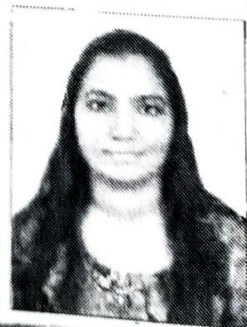
SIGNED AND DELIVERED by the)
with in named "THE TRANSFEREES")



H.m. Patel

MR. HITESH MAHENDRA PATEL)

Shilpa h.
MRS. SHILPA HITESH PATEL)
in the presence of.....)

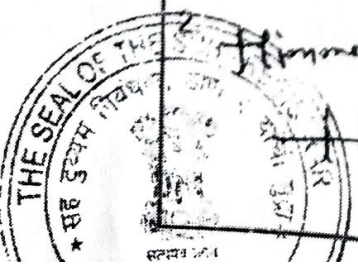


1. BHAVESH HARIBHAI PATEL)

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Himmat Ramantal Patel

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Certificate No. 247009/2028
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THANE MUNICIPAL CORPORATION, THANE
(Regulation No. 37)

Occupancy Certificate

Building No. A2 :- Still + 12 Floors
V.P. No. 2002/82 TMC/TDD E.E.U Date 28/01/08

M/s. Phadnis And Associates (Architect)
M/s. Mahalaxmi Ispat Pvt. Ltd. (Owner)
M/s. Vipul H. Patel (P.O.A.)

Sub - Occupation Certificate for Building No. A2 Still +12 Floors only.

Ref. V.P. No. 2002/82
Your Letter No. : 35392 dated 15/9/2008

Sir,

The part/ full development/ work/ erection/ re-erection or alteration in /of builing/ part building no. As Above situated at Dhokali Road/ Street Ward No. Sector
No. V S. No. T.S. No. / E.P. No. 9/H.No. 6th Village Dhokali under the
supervision of B. G. Phadnis Licensed Surveyor / Engineer / Structural Engineer / Supervisor /
Architect / Licence No. may be occupied on the following conditions.

- 1) फक्त पिण्यासाठी उपलब्ध पाणीपुरवठा करण्यात येईल.
- 2) व्हॉट, ड्रेनेज व पाणीपुरवठा यंत्रणेच्या नियमांनुसार अडवण्यात येईल.
- 3) फुडील वापररवानापुरती जबाबदार, टॉय वॉटरच्या आदेशानुसार सुधारित मुक्तिका भूखंडाखालील क्षेत्रापैकी उर्वरित सुविधा भूखंडाचे सुधारित उतर उतर सादर करणे आवश्यक.

As set certificated completion plan is returned herewith.

Office No. नकाशा नुसार बांधकाम व करणे तसेच

Office Stamp: वेला बांधकाम वापर करणे, भद्रावापड

Date: शासिक व नगर स्थाना अधिनियम १२

 जास्त ६ वर्षे कड व र. १०००/- देणे हीज शकतो.

Yours faithfully

EXECUTIVE ENGINEER,
Town Development Department,
Municipal Corporation of
the city of Thane.

- Copy to
- 1) Collector of Thane
 - 2) Dy Mun. Commissioner
 - 3) E.E. (Water Works) TMC
 - 4) Assessor Tax Dept., TMC
 - 5) Vigilance Dept. T.D.D., TMC



SHARE CERTIFICATE



(As per M.C.S. Act 1960)

Certificate No. 99

Member's Registration No 99

Authorised Share Capital Rs. 1,00,000/- Divided into 2,000 Shares of Rs. 50/- each

This is to certify that Shri. / Smt./M/S. MR. JOMAN SKARIA.....AND

.....MRS. NISHA JOMAN.....

of Flat No. A2 - 603 is the Registered Holder of (TEN) Shares from No. 981 to 990 of Rs. 500/- (Rupees - FIVE HUNDRED ONLY) In the NEELKANTH VALLEY CO-OP HOUSING SOCIETY LTD. Kolshet Rd., Dhokali Naka, Thane (W), 400 607. subject to the bye laws of the said society and that upon each of such the sum of Rupees Fifty has been paid

Given under the Common Seal of the said society at Kolshet Rd., Dhokali Naka Thane (W), 400 607.

this 7TH JUN, 2019.

₹ 500/-

[Handwritten Signature]

[Handwritten Signature]

Member of the Committee

Man Secretary





Certificate No. 221

THANE MUNICIPAL CORPORATION, THANE (Regulation No. 37)

Occupancy Certificate

2002/82

Building No. A2 :- Stilt + 12 Floors

TMC/TDD 2E0

Date 28/6/08

Phadnis And Associates

(Architect)

Mahalaxmi Ispat Pvt. Ltd.

(Owner)

Vipul H. Patel

(P.O.A.)

Sub - Occupation Certificate for Building No. A2 Stilt +12 Floors only.

Ref. V.P. No. 2002/82

Your Letter No. : 35392 dated 15/9/2008

The part / full development work / erection / re-erection or alteration in / of building / part building no. above situated Dhokali Road / Street Ward No. Sector
V S. No. / T.S. No. / F.P. No. 9, H.No. 6pt, 1/2, 5/1 Village Dhokali under the
vision of B. G. Phadnis Licensed Surveyor / Engineer / Structural Engineer / Supervisor /
ect / Licence No. CA/76/2625 may be occupied on the following conditions.

- फक्त पिण्यासाठी उपलब्ध करून देण्यात येईल.
- वृक्ष, ड्रेनेज व पाणीपावसाचे साठवणूक करणे आवश्यक राहतील.
- पुढील बापरपरवान्यापुर्वी निसालदार, टॉपोग्राफी आदी सुधारित मुद्रिका भूखंडाखालील क्षेत्रापेकी उर्वरित सुविधा भूखंडाचे सुधारित अर्जा उतार सादर करणे आवश्यक.

certificated completion plan is returned herewith.

अर्जा नकाशांनुसार बांधकाम न करणे तसेच नियमावलीनुसार आवश्यक त्या बांधकामात बांधकाम बांधणे, महागाद प्रादेशिक व नगर रचना अधिनियम 1973 अन्वये बांधकाम कर जास्त 3 वर्षे कमी व रु. 5000/- देणे ही शक्यता.

Yours faithfully

EXECUTIVE ENGINEER,
Town Development Department,
Municipal Corporation of
the city of Thane.

Collector of Thane
Mun. Commissioner
E. (Water Works) TMC
essor Tax Dept., TMC
gillance Dent.T.D.D., TMC



Sr. No. of Transfer	Managing Committee Body / meeting at which transfer was approved.	To whom Transferred	Registered at which the transfer of share held by the transferor are registered.	Sr. No. in the stock Register at which the name of the Transferee is recorded.
1	2	3	4	5
1	Chairman	Hon. Secretary		Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member

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9869003272

B)

Receipt (pavti)

74/25491

Tuesday, September 24, 2024

1:56 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

शाखाचे नाव: डोकळी
दस्तावेजाचा अनुक्रमांक: टनन2-25491-2024
दस्तावेजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: हितेश महेंद्र पटेल --

पावती क्र.: 28598 दिनांक: 24/09/2024

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 540.00
पृष्ठांची संख्या: 27

एकूण: ₹. 30540.00



Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग - २
छाणे क्र. २

बाजार मूल्य: ₹. 12351413.625 /-

भोवदला ₹. 12500000/-

भरलेले मुद्रांक शुल्क : ₹. 875000/-

1) देयकाचा प्रकार: DHC रकम: ₹. 540/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0924242600018 दिनांक: 24/09/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH008689783202425E दिनांक: 24/09/2024

बँकेचे नाव व पत्ता:

H.M. Patil