##### AGREEMENT FOR SALE

**THIS AGREEMENT** is made and entered into at Navi Mumbai, on this **\_\_\_** day of **December, 2024**.

 **BETWEEN**

**MR. SUDHIR PRABHAKAR PATHAK (PAN-ABLPP9498D) & MRS. SUJATA SUDHIR PATHAK(PAN-AFNPP6848K)** both adult/s, Indian inhabitant, having residential address at **Flat No-D-09/401, 4TH FLOOR,SAGAR DARSHAN CHS LTD.,PLOT NO-38, SECTOR-18,NERUL, NAVI MUMBAI-400706**hereinafter referred to as **“the Transferor/s”** [which expression shall unless and otherwise repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns] of the **ONE PART.**

 **AND**

**1)MR. SUMEET SANJAY PATIL (PAN: CVVPP2081G) 2)MR. SANJAY DONGAR PATIL (PAN:AHTPP1071E) AND 3) MRS. PRAGATI SANJAY PATIL (PAN:ALJPP3112A)** all adult/s and Indian inhabitant/s presently residing at B **Flat No-502, Tower No-08, SAGAR DARSHAN CHS, Plot No-38, Palm Beach Road, Sector-18, Nerul (West)**, **Navi Mumbai, Nerul Node-3, Thane, Maharashtra -400706** hereinafter jointly or collectively referred to as **“the Transferee/s”** [which expression shall unless and otherwise repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns] of the **OTHER PART**

 **WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD**. is a Company incorporated under the Companies Act, 1956, (hereinafter referred to as **“the Corporation”**) having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400021.The Corporation has been declared as a New Town Development Authority by the Govt. of Maharashtra, under the provisions of Sub. Section (1) & (3-A) of section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as **“the said MRTP Act”**) for the development & disposal of lands in the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-section (1) of Section 113 of the said MRTP Act.

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

**AND WHEREAS** by virtue of being the development authority the Corporation has been empowered under section 118 of the said MRTP Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said MRTP Act.

**AND WHEREAS** the **“M/s. Sagar Darshan Co-operative Housing Society Ltd”**, a Society Registered under the Maharashtra Co-operative Societies Act, 1960, under its **Registration No-TNA / HSG / TC / 5627 /1992-93, Dated-18/02/1993 having its Registered Office at Plot No-38, Sector-18, Nerul, Navi Mumbai-400706** hereinafter referred to as **“the Said Society”** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns).

**AND WHEREAS** by an **Agreement to Lease, Dated**-**22/04/1993** executed between the said Corporation of the **One Part** and the Said Society viz. **“M/s. Sagar Darshan Co-operative Housing Society Ltd.,”** (hereinafter referred to as **“the original Licensee”**) of **the Other Part;** the said Corporation agreed to grant a lease for a term of 60 years, bearing **Plot No-38 admeasuring thereabout 21650.57 Sq. Mtrs. Situated at Sector-18, Nerul, Navi Mumbai-400706**(hereinafter referred to as “**the said Plot**”) more particularly described in the First Schedule written hereunder.

**AND WHEREAS** by virtue of the aforesaid **Agreement to lease dated: 22/04/1993;** the said Society is absolutely seized and possesses and well sufficiently entitled to the said Plot.

**AND WHEREAS** the said Society has adhered to and otherwise observed and performed all the terms and conditions and the covenants as contained in the said Agreement to Lease and the same in valid subsisting in full force and the said society has not committed any breach of the terms and conditions thereof.

**AND WHEREAS** by an **Agreement / Construction Contract dated 20th July, 1993;** the said Society appointed **M/s. Mayuresh Builders** a partnership firm to construct upon the said Plot Buildings / Towers and convenience shops with car parking spaces for the benefits of the members / proposed members of the said society as per the specifications mutually agreed between the said society and at or for the consideration and on the terms and conditions therein contained.

**AND WHEREAS** under the terms and conditions of the said Agreement dated-20th July, 1993 the said **M/s. Mayuresh Builders** were entitled inter alia to:

* The exclusive right to carry out the contract for construction of the Building/s for residential use and convenience shops on the said Plot.
* Demand and accept from the members / proposed members of the said society directly the land cost, construction cost. Cost of amenities and all other charges, expenses, interest and the reimbursement of water and electrical service connection charges and deposits, electric cable laying expense CIDCO development fund contributions, scrutiny fee, balcony enclosure charges, NMMC taxes, ceases, duties and charges, stamp duty registration charges, legal charges and all other taxes, if any that may be levied by CIDCO Ltd, or any other local authority or by government.
* The Irrevocable authority of the said society to issue appropriate reservation / Allotment Letter containing inter alia a demand for payment of the amounts payable by the members / proposed members of the said society.
* Possession of the said Plot for the purposes of carrying out the construction thereon.
* Be entitled to execute appropriate agreements for allotment of the flats, shops in favour of members / proposed members of the said society.
* Be and remain in possession of the said Plot during the entire tenure of the said Agreement and / or be deemed to be and continue to be and remain in possession for the purposes of carrying out the construction on the said Plot and the building / structures thereon till the said **M/s. Mayuresh Builders** are paid the amount to which they were entitled under the said Agreement.
* Only after completion of all the Building/s after the respective members / proposed members of the said society have paid the entire consideration amounts payable by them to the said **M/s. Mayuresh Builders** in respect of their respective Flats/ Shops to handover possession of the individual Flats to the respective members proposed members of the said society.
* The first lien on the said Plot and the Buildings constructed thereon and/or any part or portion thereof for any part of the amounts payable under the terms and conditions of the said Agreement to the said **M/s. Mayuresh Builders** as shall remain outstanding.

**AND WHEREAS** the said society at the request of the said **M/s. Mayuresh Builders** at their special General Body Meeting held on 12th July, 1997 resolved to ratify the decision of the said **M/s. Mayuresh Builders** inter alia to introduce the benefits and liabilities of the said Agreement dated 20th July, 1993 together with the incomplete structure, with un-allotted Flats / Pent House / Shops if any and the liabilities of the payments received by the said **M/s. Mayuresh Builders** from the allottees of the Flats / Pent House / Shops in the proposed building/s into the partnership of the **M/s. Mayuresh Builders** herein at or for the consideration and on the terms and conditions therein contained.

**AND WHEREAS** in pursuance of their said Resolution dated-12th July, 1997 the said society by and under a Supplemental Agreement dated-15th July, 1997 made and executed between the said society of **the One Part** and the **M/s. Sea-Sagar Constructions Co**. a partnership firm duly registered under the Indian Partnership Act, 1932 having its registered office at Vardhman Chambers, Plot No-84, Sector-17, Vashi, Navi Mumbai- 400705 (hereinafter referred to as “**the said Builders”**) of **the Other Part;** the said society has confirmed inter alia that all the powers and authorities conferred upon the said **M/s. Mayuresh Builders** under the said Agreement dated- 20th July, 1993 are conferred by the said society upon the said Builders herein and shall be exercised and performed by the said Builders in place and stead of M/s. Mayuresh Builders as if the name of said M/s. Mayuresh Builders had been replaced with the name of the Builders herein;

**AND WHEREAS** the said Builders have adhered to and otherwise observed and performed all the terms conditions and the covenants as contained in the said Agreement to Lease dated-22nd April, 1993 and the said Agreement dated-20th July, 1993 read with the supplemental Agreement dated-15th July, 1997 and all of the same are still valid, subsisting and in full force and the said Builders have not committed any breach of the terms or conditions thereof.

**AND WHEREAS** the said society has prepared a lay out in respect of the said Plot providing for construction of Ten Multi-storied buildings with convenience shops and Car parking spaces. The entire complex to be constructed on the said Plot to be known as **“Sagar Darshan Co-operative Housing Society Ltd”**

**AND WHEREAS** the said Builders have right/s to alienate, sell and / or dispose off on ownership basis the Flat / shops and other units in the Building/s proposed to construct on the said Plot and to enter into Agreement/s with the Purchaser of the Flat / Shops and other units so constructed and sold and receive the sale price in respect thereof and appropriate the same as per terms and conditions contained therein.

**AND WHEREAS** the said Builders have expressed their intentions to sold/disposed off the Flats / Shops / Pent House in the “Said Society” to be known as **“Sagar Darshan CHS Ltd”** on OWNERSHIP BASIS.

**AND WHEREAS** the said Corporation has sanctioned the building plans by letter no- **EE (BP) ATPO / NERUL / 18-38 / 688 dated- 15 / 07/ 94** and issued Commencement Certificate No- **EE (BP) ATPO / NERUL / 18-38 / 8238, Dated- 16 / 06/ 93** and builders constructed the building on the said Plot and completed the same in accordance with the plans and specification approved by the said Corporation subject to such modification and variations as required to be made by the said Builders and **Obtained Completion / Occupancy Certificate Dated 16th July, 2001.**

**AND WHEREAS the said Builder M/s. Sea-Sagar Constructions Co have sold/transferred a Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706**. **to MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR (hereinafter referred to as the “said Original Members”)** by an **ARTICLE OF AGREEMENT Dated: 13th September, 2000** made and executed between the said Builder **M/s. Sea-Sagar Constructions Co**. of **one part,** and **MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR** (hereinafter referred to as the “**said Original Members**”) **and the said Agreement was duly registered with Sub- Registrar Thane 3 on 13/10/2000 under Document Sr. No-TNN3-10916-2000** at the office of the sub-registrar Assurances of Thane.

**AND WHEREAS** the said society has accordingly issued five shares of Rs.50/- each bearing distinctive numbers from **1106 to 1110 covered under Share Certificate Sr. No-0222, Dated-16th February, 2005** in favor of the **MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR** [hereinafter referred to as **“the said Shares”**].

**AND WHEREAS MRS. BHARTI KAUSHIK VYAS & MR. KAUSHIK PRASAD MULSHANKAR** had purchased a **Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706**.of the said Society from the said Original Members namely: **MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR** vide their SALE DEED executed dated- 27thFebruary, 2004 and same was duly registered under Document Sr. No-TNN6-1526-2004 dated: 27thFebruary, 2004at the office of Sub-Registrar Thane-6**.**

**AND WHEREAS** the said society has accordingly issued five shares of Rs.50/- each bearing distinctive numbers from **1106 to 1110 covered under Share Certificate Sr. No-0222, Dated-16th February, 2005** in favor of the **MRS. BHARTI KAUSHIK VYAS & MR. KAUSHIK PRASAD MULSHANKAR** [hereinafter referred to as **“the said Shares”**].

**AND WHEREAS the Transferor/s have jointly purchased MR. SUDHIR PRABHAKAR PATHAK & MRS. SUJATA SUDHIR PATHAK** a **Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706** of the said Society from the said Original Members namely: **MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR** vide their SALE DEED executed dated- 10th February, 2005 and same was duly registered under Document Sr. No-TNN6-883-2005 dated: 10th February, 2005 at the office of Sub-Registrar Thane-6**.**

**AND WHEREAS** meanwhile the said society transfer the said sharesin favor of the **MR. RAMCHANDRA D. KHANVILKAR & MR. ABHIJEET R. KHANVILKAR Dated:16/02/2005** [hereinafter referred to as **“the said Shares”**].

**AND WHEREAS** by virtue of the membership of the said Society and **Share Certificate No-0222,** the Transferor is well and sufficiently entitled to a Residential premises being **Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706**. **(Hereinafter referred to as “the Flat”)** (Hereinafter for brevity’s sake referred to as **“the said Flat or Premises”).**

**AND WHEREAS** the said Flat is in occupation and possession of the Transferor subject to the bye- laws, rules and regulations of the said society.

**AND WHEREAS** the Transferor is desirous of selling and transferring the said 5 shares of the said society together with the occupancy and other rights, title and interest and incidental right/s, benefit/s in the said flat in the said society to the Transferee/s free from all encumbrances and liabilities along with the amounts standing to the credit of the Transferor on this day in the book of the said society towards the deposits, sinking fund, and any other amounts which the Transferor is legitimately entitled to in her capacity as the member of the said Society.

**AND WHEREAS** the Transferee/s are desirous and agreeable to purchase the said shares and occupancy and other right/s, title, interest and incidental right/s and benefit/s in the said premises in the said Society free from all encumbrances and liabilities in the said Society on the terms and conditions agreed amongst the parties hereto.

**AND WHEREAS** the transfer of the aforesaid shares together with the occupancy and other right/s, title and interest in the said premises are subject to the consent of the said Society as represented by the Transferor.

**AND WHEREAS** the parties hereto are desirous of recording into writing the terms and conditions of the Agreement for Transfer of shares together with the rights, title and interest in the said flat.

**THE TRANSFEROR HEREBY DECLARES THAT:-**

1. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor personally affecting the said premises.
2. There are no attachments or prohibitory orders as against or affecting the said premises and the said premises are free from all encumbrances or charges and / or are not the subject matter of any lispendens or easements or attachments either before or after judgment. The Transferor has not received any notice either from the Government, Semi Government or Municipal Corporation regarding any of the proceedings in respect of the said premises.
3. The said premises are free from all mortgage/s, charge/s, encumbrances etc. of any nature whatsoever
4. The Transferor have paid all the necessary charges of all nature whatsoever in respect of the said premises and the Transferor have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever for the said premises.
5. The Transferor in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or any other manner whatsoever and have not created any ownership, tenancy, leave and License or any other rights of the like nature in the said premises and have not dealt with or disposed off the said premises or any part thereof in any manner whatsoever.
6. Neither the Transferor nor any of their predecessor-in-title have had received any notice either from CIDCO and/or from any other statutory body or authorities regarding the acquisition and/or requisition of the said premises.
7. The Transferor is in exclusive use, occupation and possession of the said premises and every part thereof and except the Transferor no other person or persons are in use, occupation and enjoyment of the said premises or any part thereof.
8. The Transferor have good and clear title free from encumbrances of any nature whatsoever of the said premises and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust mortgage or otherwise however outstanding against the said premises or any part thereof.
9. The Transferor are not prohibited either under the Income Tax Act, Gift Tax Act, Wealth Tax Act, or under any other statute from transferring, disposing off the said premises under this Agreement for Sale.
10. Transferor have not done any act, deed, matter or thing whereby they are prevented from entering into this Agreement on the various terms and conditions as stated herein in favour of the Transferee/s and the Transferor have all the right/s, title, and interest to enter into this Agreement for Sale with the Transferee/s on the various terms and conditions as stated herein

# **NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. The Society has also granted **No Objection Certificate on---/12/2022** for transferring the said Premises and the Shares issued by the said society in the name of the Transferee/s.
2. The Transferor agrees to convey and transfer and the Transferee/s agrees to purchase the aforesaid Flat by the said society in favour of the Transferor TOGETHER WITH their occupancy and other right/s, title and interest of the said premises in the said Society and other incidental right/s and benefit/s free from all encumbrances and liabilities for a total consideration or aggregate lump-sum price of **Rs.\_2,00,00,000/-[Rupees Two Crore Only]** payable by the Transferee/s to the Transferor.
3. The Transferee/s shall pay to the Transferor the said sum of **Rs.2,00,00,000/-[Rupees Two Crore Only]**in the manner and at the time hereinafter stated:-
4. The Transferee/s has paid to the Transferor the sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** towards part payment of the total consideration or sale price of the aforesaid premises on the execution of these presents **[the receipt and payment whereof the Transferor/s does hereby admits and acknowledges].**
5. The Transferee/s shall pay of **Rs.2,00,000/- (Rupees Two Lakhs only)** being 1% Tax Deducted at Source (TDS) as per Section 194-IA of the Income Tax Act, 1961 under law from the total consideration. The Transferee/s shall provide a copy of TDS deposited to the Transferor after registration of this Agreement for sale.
6. The Transferee/s shall pay balance sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** by way of loan from any Bank or by any other financial institution and by own Contribution within 45days from the date of registration of this Agreement for Sale (Subject to the condition of Society NOC, CIDCO LTD Transfer Noc, Mortgage Noc from Society and Cidco ltd and clearance of all dues such as maintenance charge, Electricity Bill, Water Bill, CIDCO Dept. Property Taxes, Cable Charges, Parking Charges, and any other Applicable charges till date of registration of sale deed.)
7. The Transferor shall hand over vacant and peaceful possession of the said premises to the Transferee/s simultaneous to the receipt of balance total consideration as stated hereinabove.
8. upon the receipt of the balance total consideration referred to hereinabove the Transferor:-
9. Shall handover to the Transferee/s all original documents relating the said premises, and the transfer forms duly signed by the Transferor as regards and all other necessary papers, letters and documents, required for effectively transferring the said flat the Transferor to the Transferee/s.
10. Shall surrender their occupancy rights in respect of the said premises in favour of the Transferee/s.
11. Shall apply to the said society to allow occupying the said premises by the Transferee/s in place and instead of the Transferor.
12. Shall tender their resignation as the member of the said society.
13. Shall apply to the said society to enroll the Transferee/s as member of the said society in place and instead of the Transferor.
14. The Transferor shall hand over vacant and peaceful possession of the said premises to the Transferee/s simultaneous to the receipt of balance total consideration as stated hereinabove.
15. Upon the receipt of the balance total Consideration referred to hereinabove the Transferor: -
16. Shall handover to the Transferee/s all original documents relating the said premises, and the transfer forms duly signed by the Transferor as regards and all other necessary papers, letters and documents, required for effectively transferring the said Premises from the Transferor to the Transferee/s.
17. Shall surrender their occupancy rights in respect of the said premises in favour of the Transferee/s.
18. Shall apply to the said society to allow occupying the said premises by the Transferee/s in place and instead of the Transferor/s.
19. Shall tender their resignation as the member of the said society.
20. Shall apply to the said society to enroll the Transferee/s as member of the said society in place and instead of the Transferor.
21. As a Consequence to the transfer of the said shares the Transferor shall also transfer to the Transferee/s their occupancy rights in respect of the said premises & other incidental right/s, benefit/s in respect thereof. Upon payment of balance total consideration the Transferee/s will have absolute right/s and benefit/s in respect thereof.
22. It has been agreed by and between the parties hereto, that for the Transferor shall bear and pay all dues, taxes, duties payable (if any) to any agency or State Govt. and to pay all the outgoings to the said society including property tax payable in respect of the said premises for and up to the date of handing over the possession of the said premises to the Transferee/s and the Transferee/s shall bear and pay all such outgoings to the said society including property tax after taking possession of the said premises.
23. It has been agreed by and between both the parties hereto that the transfer fees / donation / premium etc. (if any) payable to the said Society for such transfer the same shall be paid by both parties equally and The Transferor is responsible to pay all outstanding dues, repair fund, donation if any till the date of registration of this Agreement for sale and thereafter the Transferee/s will responsible to pay the same.
24. Upon the receipt of balance total consideration monies as stated hereinabove, the Transferee/s will be entitled to get the electricity bill in respect of the electric meter for supply of electricity to the said premises, in the Said Society transferred to the name of the Transferee/s in the records of the **M. S. E. D. Co. Ltd. (at the cost of the Transferee/s).**
25. The Transferor declares and confirms that upon payment of total consideration the Transferee/s and their heirs, executors and administrators shall and will at all times be entitled to use, occupy, possess the said premises and also the said shares issued by the said society without any interruption claim or demand of whatsoever nature either from the Transferor or any other person or persons lawfully or equitably claiming by, from through, under or in trust for the Transferor.
26. The Transferor declares that their occupancy rights in respect of the said premises are free from all encumbrances, charge, mortgage, litigations and attachment of whatsoever nature.
27. The Transferor further agrees and undertakes that they shall indemnify and keep indemnified the Transferee/s against all claims, penalties, suits, legal proceedings or any proceedings before judicial, quasi- judicial, statutory, municipal local or other authority in respect of the said premises brought commenced, filed or instituted by any person whatsoever as relating to the said premises or the said shares.
28. The Transferee/s agreed to abide by and observe all the rules, regulations and bye- laws of the said society.
29. The Transferor shall hereafter at the request and the cost of the Transferee/s execute any document or documents in respect of the above said premises as may be required by the Transferee/s from time to time for more perfectly assuring unto the Transferee/s the right/s, title/s and interest of the Transferor.
30. The Transferor shall co-operate with the Transferee/s to get the name of the Transferee/s substituted in place of the Transferor in the records of the CIDCO / MSED Co. Ltd and to complete all formalities of transfer in the name of the Transferee/s in the record of the Society.
31. The Transferor hereby agrees that on receipt of the balance total consideration from the Transferee/s, and then the Transferor shall hand over the possession of the said premises together with all the original documents pertaining of the **Flat No-401 on the 4thfloor in Building No-D-09** of the said Society to the Transferee/s.
32. The Transferor/s shall apply to the Corporation and obtain its requisite permission through the said Society, subject to the terms and conditions contained therein, on payment of transfer charges / additional price**\*** by the Transferee for sale and transfer of the said premises, in favour of the Transferee.
33. The Transferee/s shall pay necessary premium to the Corporation in consideration of such permission. The Transferee/s shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises save and except with the previous written permission of the Corporation, which permission shall not be refused if the purchaser performs or is willing to perform following conditions, that is to say:
34. The Transferee/s pays to the Corporation additional price in consideration of such permission.
35. In the instrument by which the Transferor shall transfer the said premises, the Transferor bind the Transferee/s not to sell, assign, mortgage, underlet to otherwise transfer wholly or partly the said premises save and except upon the observance and performance of the conditions herein written.
36. A true certified copy of the instrument of transfer executed between the Transferor and the Transferee/s are deposited with the Assistant Estate Officer of the Corporation within seven days from the date of its execution.

**Explanation (i):** The additional price**\*** means the price determined by the Corporation in the months of January and July each year in respect of a class of apartments with reference to the Carpet area and permitted users and displayed in the office of the said Corporation.

**Explanation (ii):** Nothing contained herein shall apply to mortgage of the said premises or any part thereof, to the Central Govt., State Govt., Nationalized Bank, the Life Insurance Corporation, Housing Development Finance Corporation Ltd. or an Employer of the purchaser or any other financial Institutions as may be approved by the Board of the Corporation from time to time for the purpose of securing a loan borrowed from any of the forgoing institutions.

1. This Agreement for Sale is in respect of the said premises i.e. the **Flat No-401 on the 4thfloor in Building No-D-09** more particularly described in the Second Schedule of Flat written hereunder.
2. This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules 1964 or any other provision of law applicable hereto.
3. The Stamp duty and registration charges, CIDCO transfer charges and all out-of-pocket expenses, cost and charges in connection with the sale of the said premises shall be borne and paid by the Transferee/s alone. And if any dues are pending viz: Society, CIDCO Ltd., MSED Ltd. the same shall be paid by the Transferor.

**FIRST SCHEDULE**

 [Description of the **said Plot**]

**ALL THAT PIECE AND PARCEL OF LAND** known as Plot No-38, at Sector-18, Nerul, Navi Mumbai-400706, containing by admeasurements 21620.50 sq. Mtrs. or thereabouts, in Taluka and District Thane, Registration District Thane and Registration Sub- District Thane, and bounded as follows that is to say: -

|  |  |
| --- | --- |
| **ON OR TOWARDS THE NORTH BY** | **15 Mrs. Wide Road** |
| **ON OR TOWARDS THE SOUTH BY** | **15 Mrs. Wide Road** |
| **ON OR TOWARDS THE EAST BY** | **15 Mrs. Wide Road** |
| **ON OR TOWARDS THE WEST BY** | **90 Mtrs. Western Exp way** |

**SECOND SCHEDULE**

(Description of the **said Flat**)

**Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706**.

**THIRD SCHEDULE**

 **(Description of the said Shares)**

**5 FULLY PAID UP SHARES OF RS. 50/- [RUPEES FIFTY ONLY] EACH BEARING DISTINCTIVE NOS. 1106 TO 1110 CONTAINED IN SHARE CERTIFICATE NO. 0222, issued by SAGAR DARSHAN CO-OPERATIVE HOUSING SOCIETY LIMITED”,** Standing on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706, Tal. & Dist. Thane.**

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

**SIGNED AND DELIVERED by**

Within named “**The Transferor”**

**MR. SUDHIR PRABHAKAR PATHAK**

**MRS. SUJATA SUDHIR PATHAK**

**SIGNED AND DELIVERED by**

Within named “**The Transferee/s”**

**MR. SUMEET SANJAY PATIL**

**MR. SANJAY DONGAR PATIL**

**MRS. PRAGATI SANJAY PATIL**

In the presence of

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECEIPT**

**RECEIVED** of and from the within named Transferee/s the sum of **Rs.\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)** being the part payment of total consideration or sale Price against **Flat No-401, on the 4th floor in Building No-D-09** admeasuring about **1026 Sq. Ft. Carpet area & 1705 Sq. Ft. Super Built-up area** or thereabouts, in the Society viz: **SAGAR DARSHAN Co-op. Housing Society Ltd;** Situated on **Plot No-38, at Sector-18, Nerul**, **Navi Mumbai-400706 as** within mentioned, the day and the year first hereinabove written paid by them to me.

**Particular of Payments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Chq. No.** | **Dated** | **Drawn on** | **Amt. Rs.** |
| **1** |  |  |  | **5,00,000/-** |
| **2** |  |  |  | **5,00,000/-** |
| **3** |  |  |  |  |
|  |  |  |  |  |

(Subject to the condition of realization of cheque/s)

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

 **I SAY RECEIVED**

 **MR. SUDHIR PRABHAKAR PATHAK**

**MRS. SUJATA SUDHIR PATHAK**

 (Transferor)

Witness:-

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_