

## AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at Panvel on \_\_\_\_\_  
Day of January 2025 BETWEEN 1) Mr. DASHRATH L.  
NIKALJE, Age years, Occupation - Service, (Pan No. )  
2) Mrs. VIDYA DASHRATH NIKALJE, Age years, (Pan No.  
 ) Indian Inhabitants, Both residing at - A-12, Mirabai  
B.A.R.C. colony, Trombay, Anushakti nagar, Mumbai - 400094  
hereinafter called and referred to as "SELLERS" (which expression  
shall unless it be repugnant to the context or meaning thereof mean  
and include their heirs, executors , administrators and assigns)  
**THE PARTY OF THE FIRST PART.**

AND

1) Mr. VIKAS LAXMAN JADHAV, Age- 33 years, Occupation -  
Service, (Pan No.AMFPJ4859F) and 2) Mrs. PRANALI VIKAS  
JADHAV, Age - 29 years, Occupation Housewife, (Pan  
No.COLPJ9706D), Indian Inhabitants, Both residing at- Shastri  
nagar, Kalina Church Road, 49/03, Sharma Panjabi Chawl,  
Santacruz East, Mumbai - 400029 hereinafter called and referred  
to as "PURCHASERS" (which expression shall unless it be  
repugnant to the context or meaning thereof shall mean and include  
their heirs, executors, administrators and assigns ) **THE PARTY  
OF THE SECOND PART.**

**AND WHEREAS** by virtue of an Agreement for Sale registered on **Dated -27/07/2009** between the builders M/s. MATESHWARI DEVELOPERS a partnership firm having office at- S.R.D.V. Chawl, Room No.1, Malwadi, Akurli, Tal Panvel, Dist.Raigad sold **Flat No.202, Second floor, I- wing, old name of building known as MATESHWARI COMPLEX new name of building known as MATESHWARI COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD, Gat No.84, Hissa No.2 and Gat No.84, Hissa No.3, Village - Akurli, Tal Panvel, Dist.Raigad, Admeasuring Carpet area of 451 Sq.ft. i.e. 41.90 Sq.mtrs** to 1) Mr. DASHRATH L. NIKALJE and 2) Mrs. VIDYA DASHRATH NIKALJE vide Document No.PVL3-04760-2008 on Dtd.27/07/2009.

AND WHEREAS the SELLERS are not in need of the said flat, they decided to sell and dispose it off.

AND WHEREAS the PURCHASERS is being interested in purchasing the said flat, he approached the SELLERS and a talk regarding sale and purchase of the flat took place between the parties.

AND WHEREAS the party of the First Part, is in actual possession of the said flat with existing all amenities and fittings and the transaction of the purchase of the said flat on ownership basis is completely by the party of the first part from his/their own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. In spite of this if anybody takes any objection or claim in the right of the said property, the party of the First Part shall clear the same with his/their own funds and shall see that the second part remains intact and unaffected.

The party of the first part has got full right and absolute authority to sell/disposed off and transfer all their right, title and interest in the said flat as their self-acquired property. The said flat is hereby sold with absolute ownership right including all fittings by the SELLERS to the PURCHASERS is hereby agreed by the both parties.

**AND WHEREAS** the **SELLERS** are the bonafide members of said **MATESHWARI COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD** a Society registered under **Regn No.RGD/PWL /HSG/(TC)/2299/2009-2010 on Dtd.11/01/2010** and having right , title and interest and membership in respect of the said premises, which society hereinafter in this Agreement for brevity's sake is referred to as "The Said Society" and thus the **SELLERS** has clear and marketable title in respect of the said Premises and the **SELLERS** is well and sufficiently entitled to the said Premises and has absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof :

**AND WHEREAS** the **SELLERS** out of their own sweet will decided to sell the aforesaid flat on **OWNERSHIP BASIS**.

**AND WHEREAS** the **PURCHASERS** being in need of a suitable and convenient accommodation, came to know about the same, approached the **SELLERS** whereupon the **SELLERS** represented to the **PURCHASERS** that :

- a) To apply to the society for effective transfer of the relevant shares referred above, along with entire interest in the said flat with everything appurtenant hereto, to the exclusive name of the **PURCHASERS** and to sign and execute such forms and

documents in order to give full effect to these covenants as may be necessary.

- b) To sign and execute such forms as necessary to move the Maharashtra State Electricity Distribution Co.Ltd. and or departments to have the electric meter in respect of the said flat transferred unto the name of PURCHASERS.
- c) There are no suits, litigations, civil or criminal or any other proceedings pending as against the SELLERS personally affecting the said premises ;
- d) There are no attachments or prohibitory orders as against or affecting the said premises and the said premises is free from all encumbrances or charges and/or is subject matter to any lispendens or easements or attachments either before or after judgment , subject to whatever stated hereinabove. The SELLERS has not received any notice either from the Government, Semi - Government , Society or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- e) The SELLERS in the past has not entered into any agreement either in the form of sale, lease, exchange , assignment or other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said premises and has not dealt with or dispose off the said premises in any manner whatsoever ;
- f) The SELLERS has not done any act, deed, matter or thing whereby he is prevented from entering into this Agreement on the various terms and conditions stated herein in favour of

the **PURCHASERS** and the **SELLERS** has all the right, title and interest to enter into this agreement with the **PURCHASERS** on the various terms and conditions as stated herein

- g) The **SELLERS** do hereby declare that no notice for the recovery of the Stamp duty and registration have been received by them in respect of the said flat.
- h) The **SELLERS** are legally entitled to hold the said flat and every part thereof and except the **SELLERS** no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.
- i) The flat will be delivered to the **PURCHASERS** in the condition as it is and the **SELLERS** will not be liable to make any addition or alteration therein.

**AND WHEREAS** believing the aforesaid representations of the **SELLERS**, the **PURCHASERS** offered to purchase the said flat and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said Premises of the said Society, at and for lump sum price/ consideration of **Rs.33,00,000/- ( Rupees Thirty Three Lakhs Only)**.

**AND WHEREAS** after negotiations, the **SELLERS** has agreed to sell, assign and transfer and the **PURCHASERS** has agreed to purchase and acquire the said premises for the consideration and upon the terms and conditions hereinafter appearing.

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

- 1) THE **SELLERS** do hereby agree to sell, assign and transfer and the **PURCHASERS** doth hereby agree to purchase and acquire the right, title and interest in and upon the said flat being **Flat No.202, Second floor, I- wing, old name of building known as MATESHWARI COMPLEX new name of building known as MATESHWARI COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD, Gat No.84, Hissa No.2 and Gat No.84, Hissa No.3, Village - Akurli, Tal Panvel, Dist.Raigad, Admeasuring Carpet area of 451 Sq.ft. i.e. 41.90 Sq.mtrs** at and for a lump sum price of **Rs.33,00,000/- ( Rupees Thirty Three Lakhs Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the **SCHEDULE** hereunder written (hereinafter for the sake of brevity called and referred to as the "**SAID PREMISES**")
- 2) The **PURCHASERS** has paid an amount of **Rs.6,00,000/- (Rupees Six Lahs Only )** by cheque in the manner more particularly stated in the receipt hereunder written at the time of execution of these presents towards part payment of the consideration (payment and receipt whereof the **SELLERS** doth hereby admit and acknowledge and hereby

release acquit and discharge the PURCHASERS from the payment thereof absolutely and forever).

**PAYMENT SCHEDULE**

**Rs.21,000/-** paid by UPI No.471889032632  
Dtd.17/12/2024

**Rs.5,79,000/-** paid by

**Rs.27,00,000/-** will be given by way of loan from any financial  
Institution or bank within 45 working days  
after registration of this document.

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**Rs.33,00,000/- ( Rupees Thirty Three Lakhs Only).**

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- 3) And it is the duty and responsibility of the SELLERS to provide all the required deed and documents in respect of the said flat to the PURCHASERS asked by the competent authority on the Bank of Financial Institution of the PURCHASERS amount of PURCHASERS are availing loan to pay the balance amount of consideration to pay it within prescribed time limit and shall handover and deliver the same as early as possible and when it is demanded along with documents pertaining to the title of the Flat for purpose of enabling PURCHASERS to avail Loan from any Bank or Financial Institution and procure with view to making payment of full and final amount of consideration within specified time limit and if the SELLERS fail to do so then the same time or days will be deducted from the given time period

Oris  
7/12  
2024

and the time/days will be increase to pay the balance amount of consideration accordingly.

- 4) Upon receipt of the entire amount of consideration the SELLERS shall deliver the actual, physical, legal and vacant and peaceful possession of the said premises from all encumbrances.
- 5) As aforesaid the **PURCHASERS** has agreed to pay to the SELLERS full and final payment and thus the SELLERS has agreed to sell and transfer and the **PURCHASERS** has agreed to purchase and acquired the said flat along with all right, title and interest and benefits attached to it, on ownership basis, and shall use and occupy the same as owner thereof, absolutely and forever.
- 6) The SELLERS, after the payment of entire amount of consideration shall have no claim right, title, interest ownership demand or charge of whatsoever nature in or upon the said premises through himself or through their predecessor in title.
- 7) It is hereby specifically agreed that all the society dues, maintenance charge, taxes etc. due till the date of transfer shall be paid by the SELLERS.
- 8) The **PURCHASERS** after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said Premises as the same is fit for occupation and the **PURCHASERS** can hold the same for unto and to the use and benefit for himself, his heirs, executors, successors



forever without any claims charges interest demand or lien of the SELLERS or any person on his behalf or who may claim through them or in trust for them.

- 9) The SELLERS declare that the said premises shall made free from all encumbrances. The SELLERS further declare that he shall indemnify and keep indemnified the PURCHASERS from any loss caused to the PURCHASERS because of the defect in title.
- 10) The SELLERS shall pay all dues of taxes & maintenance charges to society and obtain the necessary **NO OBJECTION CERTIFICATE** from **MATESHWARI COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD** for effectual, legal & perfect transfer of the said Premises in favour of PURCHASERS and to confirm the transfer and shall abide rules and regulations of the said society upon transfer of said premises in his favour all the expenses should be by SELLERS.
- 11) The PURCHASERS shall get the said premises legally transferred in his own name/ favour after observing all the necessary procedures and get all the deeds, documents, applications etc. executed. The SELLERS hereby undertakes to render his fullest co-operation to the PURCHASERS for legal, full, perfect and effectual transfer of the said Premises in favour of the PURCHASERS or his nominee/s and further undertakes not to charge any extra consideration and /or charges etc. for the same.

the parties agree that they have read all the contents, terms and conditions mentioned in this Agreement and after reading, confirming the same both the parties have signed this Agreement in presence of the witnesses

**THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**

ALL THAT pieces or parcels of N.A. land bearing (a) Gat No.84, Hissa No.(2), admeasuring 0 H 20 ARES 4 Points i.e. 2040.00 Sq.meters and (b) the N.A. land bearing Gat No.84 , Hissa No.3, admeasuring 0 H 31 ARES 0 Point i.e. 3100.00 Sq.meters situated at Village - Akurli, within the limits of Grampanchayat Akurli, Taluka and Registration Sub- District - Panvel, District and Registration District Raigad, and bounded as follows :-

On or towards the North	:	By Gat No.83.
On or towards the South	:	By Gat No.85. and 86.
On or towards the East	:	By Gat No.84. Hissa No.1
On or towards the West	:	By Gat No.105 (Pipeline)

**THE SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED**

Flat No.202, Second floor, I- wing, old name of building known as MATESHWARI COMPLEX new name of building known as MATESHWARI COMPLEX CO-OPERATIVE HOUSING SOCIETY LTD, Gat No.84, Hissa No.2 and Gat No.84, Hissa No.3, Village - Akurli, Tal Panvel, Dist.Raigad, Admeasuring Carpet area of 451 Sq.ft. i.e. 41.90 Sq.mtrs

Original  
प्लॉट नं. 35  
पानवेल, ३१/११



Monday, July 27, 2009

5:12:59 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4795

मागचे नाव आकुली

दिनांक 27/07/2009

दस्ताऐवजाचा अनुक्रमांक

पवल्3 - 04760 - 2009

दस्ता ऐवजाचा प्रकार

कारारनामा

सादर करणाराचे नाव: दशरथ एल. निकालजे

नोंदणी फी

12000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

780.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (39)

एकूण रु.

12780.00

आपणास हा दस्त अंदाजे 5:27PM ह्या वेळेस मिळेल

दुसरे निबंधक  
सह दु.नि.पनपेल 3

वाजार मुल्य: 805000 रु. मोबदला: 1200000रु.

भरलेले मुद्रांक शुल्क: 54600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाहारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र ;

डीडी/धनाकर्ष क्रमांक: 542272; रक्कम: 12000 रु.; दिनांक: 27/07/2009

मूळ दस्त (अ. 13) निकालजे

निबंधक  
दुसरे निबंधक, पनपेल-3

३ - १० - ३  
२०३०/०३०३  
३३' ३३

Note :- THIS CERTIFICATE OF TITLE is issued as contemplated under the provisions of RULE 5 of the MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) RULES, 1964.

PANVEL : DATED : 15.07.2006

(A.Y. NARVEKAR)  
ADVOCATE  
REGRN. NO. MAIN/1753/90.

Upon taking search of the concerned record and verification of all the papers, deeds and documents, I certify that the title of the owners to the said property, is clear and marketable and free from any encumbrances, charge and/or claim whatsoever.

I have investigated the title of M/s. Mateshwarji Deshpande a partnership firm, by its partners (1) SHRI MAHENDRA SHAMJI PATIL and (2) SHRI BABULAL SHAMJI PATIL, (3) SHRI SHAMJI KANJI PATIL and (4) SHRI PRAKASH RATANSI PATIL, having their place of business at S.R.D.V. CHAWL, ROOM NO. 1, MALWADI, AKURLI, TALUKA PANVEL, DISTRICT RAIGAD (hereinafter collectively referred to as 'the owners') to the property bearing (a) CAT NO. 84 HISSA NO. (2), admeasuring 0 H. 20 ARES 4 POINTS, i.e. 2040.00 sq. metres and (b) the N.A. land bearing CAT NO. 84 HISSA NO. (3), admeasuring 0 H. 31 ARES 0 POINT, i.e. 3100.00 sq. metres, situate at GRAMPANCHAYAT AKURLI, PANVEL, TALUKA and REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD.



RE : ALL THAT pieces or parcels of N.A. land, bearing (a) CAT NO. 84 HISSA NO. (2), admeasuring 0 H. 20 ARES 4 POINT, i.e. 2040.00 sq. metres and (b) the N.A. land bearing CAT NO. 84 HISSA NO. (3), admeasuring 0 H. 31 ARES 0 POINT, i.e. 3100.00 sq. metres, situate at GRAMPANCHAYAT AKURLI, PANVEL, TALUKA PANVEL, DISTRICT RAIGAD.

CERTIFICATE OF TITLE  
(TO WHOMSOEVER IT MAY CONCERN)

DATE : 15.07.2006

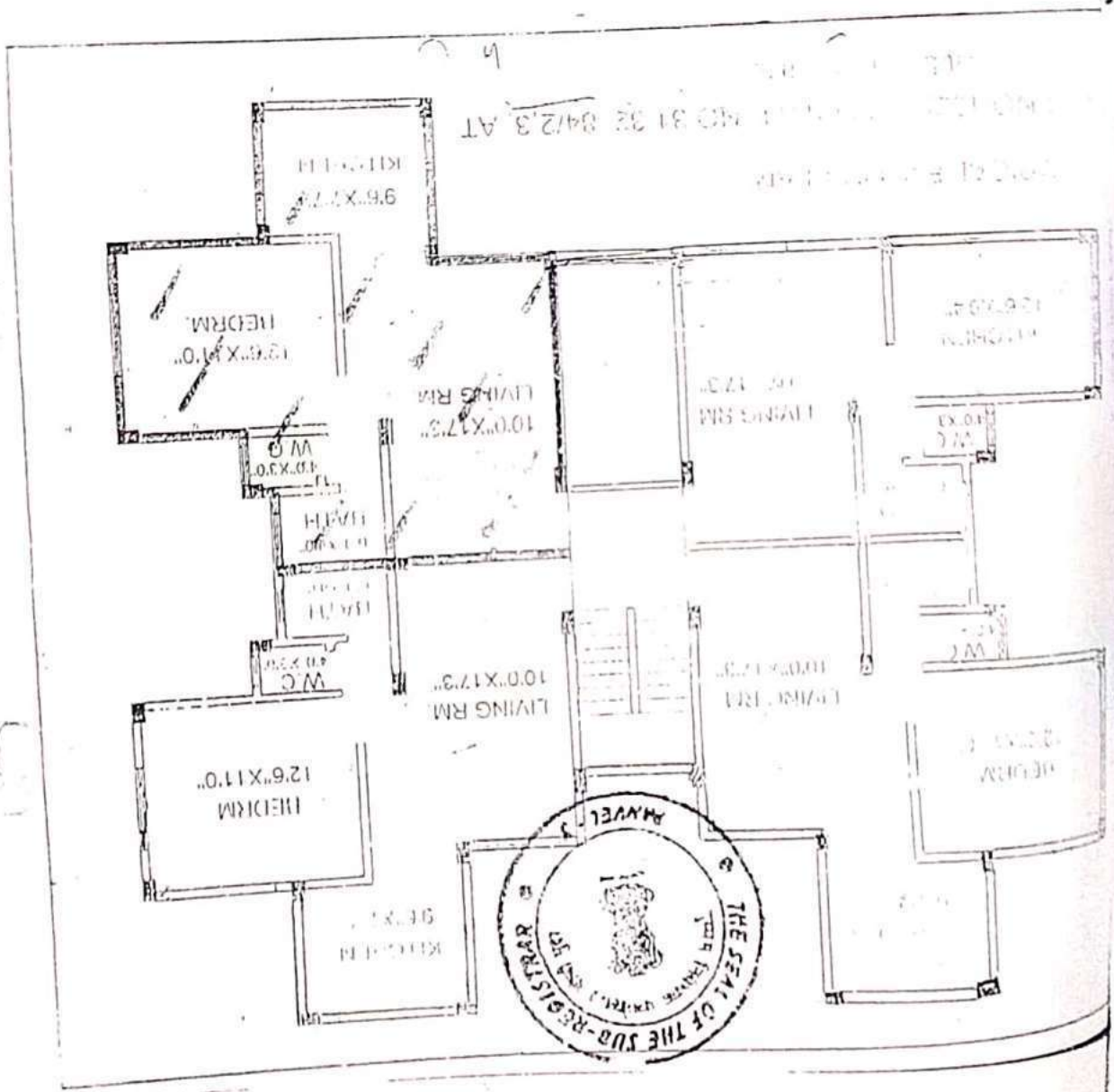
10, SHAM PLAZA, BEHIND ADARSH LODGE  
RAM KANESH GAJIKAR PATH  
PANVEL #10 206 DISTRICT RAIGAD.  
TEL PHONES : (022) 2745 0405/4045

AVINASH Y. NARVEKAR  
B. Com., LL.B.  
ADVOCATE HIGH COURT

35 129
8000 0300
3-126

*Handwritten signature*

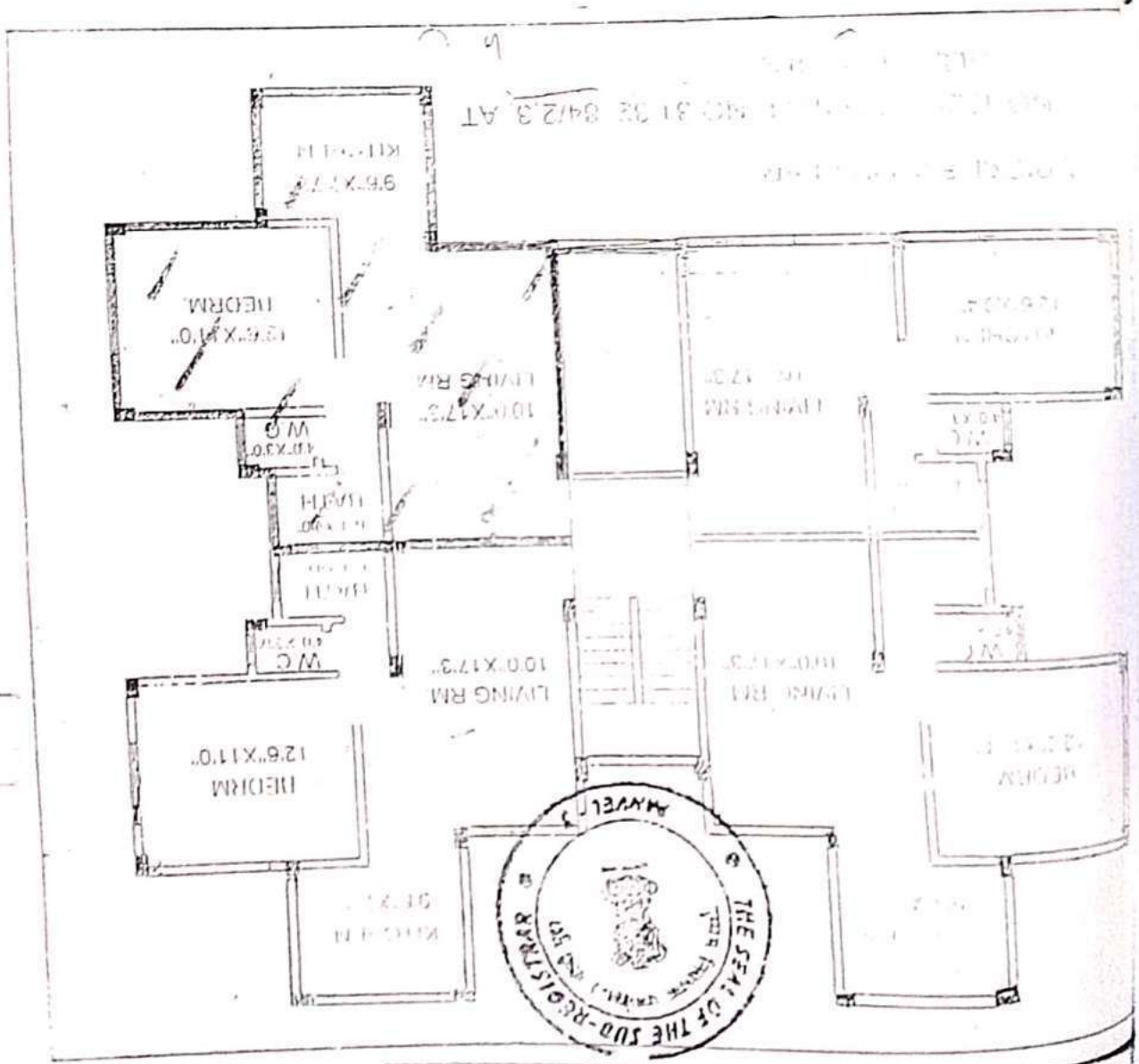
*Att*



Flat No. 202, Floor Second, Wing "I"

35/29
0000 0300
3-1-2-3

*Handwritten signature and notes*



Flat No. 202, Floor Second, Wing I

दस्तावेजांक व वर्ष: 4760/2009  
 Mumbai, July 27, 2009  
 5 14 51 876

दुय्यम निबंधक: सह दु.नि.पनवेल 3

पेज 63 व  
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सूची क्र. दोन INDEX NO. II

गावाचे नाव : आकुली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप कारारनामा व बाजारभाव (भाडेपट्ट्याचा बाबतीत पट्ट्याकार आकारणी देतो ही पट्टेदार ते संपूर्ण कारावे) मोबदला रु. 1,200,000.00 वा.भा.रु. 805,000.00
- (2) भू-मापन, फोटोहिरा व धरड्यांक (असल्यास) (1) वर्ग: मोजे आकुली ता.पनवेल जि.रायगड येथील - स.नं. 84 हि.नं. 2 व 3, वरील मातेश्वरी कॉम्प्लेक्स, सदनिका क्र. 202, दुसरा मजला, आय विंग, 41.89 चौमी कारखेट
- (3) लेखांक (1)
- (4) आकारणी किंवा जुडी देण्यात आलेले तेंका (1)
- (5) दस्तऐवज करून देण्याचा पराकाराचे व संपूर्ण पत्ता भाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) वे/- मातेश्वरी डेव्हलपर्स लॉक मागीटार मॉड शांती पटेल - ; घर/प्लॉट नं: एमआरडीसी फाज, घातवाडी, आकुली, ता.पनवेल जि.रायगड; गाव/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं: ; पेट/वसाहत: ; शहर/गाव: ; तालुका: ; विन: ; पिन नम्बर: ;
- (6) दस्तऐवज करून घेण्याचा पराकाराचे नाव व संपूर्ण पत्ता/किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, मादीचे नाव व संपूर्ण पत्ता (1) दत्तारूप एल. निळगाडे - ; घर/प्लॉट नं. ए-12, गिरगाव, बीएआरसी कॉलनी, अनुसूची नगर, मुंबई; गाव/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं: ; पेट/वसाहत: ; शहर/गाव: ; तालुका: ; विन: ; पिन नम्बर: ;
- (7) दिनांक करून दिल्याचा 27/07/2009
- (8) नोंदणीचा 27/07/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 4760/2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु. 54600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु. 12000.00
- (12) रोस

*Howas*  
 दुय्यम निबंधक, पनवेल-3  
 (वर्ग-2)



# ❖ ग्रामपंचायत आकुर्ली ❖

• मु. आकुर्ली, ता. पनवेल, जि. रायगड. •

स्थापना : २५-४-२०००

जा. क्र. \_\_\_\_\_

दि. \_\_\_\_\_

## बांधकाम पूर्ण झाल्याचे सर्टिफिकेट दाखला

दाखला देण्यात येतो की,

मौजे आकुर्ली, तालुका पनवेल, जिल्हा रायगड येथील गट नं. ८४/२ व ८४/३, मध्ये मे. मातेश्वरी डेव्हलपर्स, यांनी मा. जिल्हाधिकारी रायगड यांचेकडून रितसर बांधकाम परवानगी घेतलेली आहे. त्यांनी संकुलातील मे. मातेश्वरी कॉम्प्लेक्स मधील विंग अ, बी, सी, डी, ई, एफ, जी, एच, आय जे पहणी करून त्याचे बांधकाम पूर्ण केले असून त्यांचा मागणीनुसार सदरचा बांधकाम पूर्णत्वाचा दाखला देण्यात येतो आहे.

ठिकाण :- आकुर्ली,

दिनांक :- २५/०३/२००९



सरपंच  
ग्रामपंचायत आकुर्ली  
पनवेल



AVINASH Y. NARVEKAR  
B.Com.,LL.B.  
ADVOCATE HIGH COURT

10, SHARF FLAZA, BEHIND ADARSH LODGE  
RAM CANESH GAUKAR PATH  
PANVEL 410 216 DISTRICT RAIGAD.  
TEL PHONES: (022) (022) 2745 0405/9045

DATE : 15.07.2006

CERTIFICATE OF TITLE  
(TO WHOMSOEVER IT MAY CONCERN)

RE: ALL THAT pieces or parcels of N.A. land, bearing (a) GAT NO. 84 HISSA NO. (2), admeasuring 0 H. 20 ARES 4 POINT, i.e. 2040.00 sq. metres and (b) the N.A. land bearing GAT NO. 84 HISSA NO. (3), admeasuring 0 H. 31 ARES 0 POINT, i.e. 3100.00 sq. metres, situated at MATESHWARI NAGAR, at VILLAGE AKURLI, within the limits of GRAMPANCHAYAT AKURLI, TALUKA PANVEL, DISTRICT RAIGAD.



I have investigated the title of M/s. MATESHWARI PARTNERSHIP firm, by its PARTNERS (1) SHRI MAHENDRA SHAMJI PATEL, (2) SHRI BABULAL SHAMJI PATEL, (3) SHRI SHAMJI KANJI PATEL and (4) SHRI PRAKASH RATANSI PATEL, having their place of business at S.R.D.V. CHAWL ROOM NO. 1, MALWADI, AKURLI, TALUKA PANVEL, DISTRICT RAIGAD (hereinafter collectively referred to as 'the OWNERS') to the property bearing (a) GAT NO. 84 HISSA NO. (2), admeasuring 0 H. 20 ARES 4 POINTS, i.e. 2040.00 sq. metres and (b) the N.A. land bearing GAT NO. 84 HISSA NO. (3), admeasuring 0 H. 31 ARES 0 POINT, i.e. 3100.00 sq. metres, situated at MATESHWARI NAGAR, at VILLAGE AKURLI, within the limits of GRAMPANCHAYAT AKURLI, PANVEL, TALUKA and REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD.

Upon taking search of the concerned record and verification of all the papers, deeds and documents, I certify that the title of the OWNERS to the said property, is clear and marketable and free from any encumbrances, charge and/or claim whatsoever.

PANVEL:  
DATED : 15.07.2006

(A.Y. NARVEKAR)  
ADVOCATE  
REGRN. NO. MAI/1753/90.

Note :- THIS CERTIFICATE OF TITLE is issued as contemplated under the provisions of RULE 5 of the of the MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) RULES, 1964.

