

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ____ day of January, 2025

BETWEEN

1) **MR. SURESH BANSIJI PATIL**, age 60 years, having **PAN: ABWPP3683K** and **AADHAR NO:- 835122238093**, and 2) **MRS. BHARATI SURESH PATIL**, age 53 years, having **PAN: CCKPP9194E** and **AADHAR NO:- 765163901516**, both Indian Inhabitants, having address at Flat No. 903, 9th Floor, Rustomjee Aurelia-1 CHSL, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, hereinafter referred to as **“THE TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

MS. ANJALI MANOJ MATHEWS, age 25 years, having **PAN: GCFPM8805L** and **AADHAR NO:- 666294375570**, Indian Inhabitant, having address at D-403, Marathon Cosmos, off. L. B. S. Marg, Near Ashok Industrial Estate, Mulund West, Mumbai - 400080, hereinafter called **“THE TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of a registered article of **AGREEMENT FOR SALE** dated 18th day of May, 2018 [Registered with the Sub-Registrar of Thane at Doc. No. TNN2-7640-2018, by Receipt No. 10604, on dated 25/05/2018] executed between **Kapstone Constructions Private Limited**, having office at 702, Natraj, M. V. Road Junction,

Western Express Highway, Andheri (East), Mumbai - 400069, therein referred to as "THE PROMOTER", of the **ONE PART** and **Mr. Suresh Bansiji Patil & Mrs. Bharati Suresh Patil**, therein referred to as 'THE PURCHASERS' of the **OTHER PART**, has purchased and acquired all rights, title and interest in **Flat No. 903**, admeasuring **56.02 Sq. Mtrs. (Carpet)** area equivalent to **603 Sq. Ft. (Carpet)** area & the exclusive areas appurtenant to the said premise admeasuring **8.92 Sq. Mtrs.** equivalent to **96 Sq. Ft.**, on **9th Floor**, in the wing "**Aurelia 1**", in the society known as "**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**", of the Whole Project Known as "**RUSTOMJEE AURELIA**", along with **One Covered Car Parking Space No. LB/230** at **LB level**, standing on the plot of land bearing **S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1,**

328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the “**SAID PREMISES**”

AND WHEREAS the TRANSFERORS has made the entire payment of consideration to the said **Kapstone Constructions Private Limited** of such being on and thereupon, the TRANSFERORS has been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

AND WHEREAS the TRANSFERORS are the bonafide member of “**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**”, a society registered under **Registration No. TNA/(TNA)/HSG/(TC) / 33092/2020 Dated 05/10/2020** 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 being the member of the said society, the TRANSFERORS are holding ten fully paid up shares of Rs. 50/- each under **Share Certificate No. 96**, bearing **Distinctive No. 951 to 960 (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said premises

and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the TRANSFERORS out of their own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the TRANSFEREE being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREE that :

- A) They are the absolute and lawful owners of the said premises and are a bonafide members of the said society and no other person/s has/ have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any lispendens or easements or attachments either before or after judgment. The TRANSFERORS have 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.

- I) The TRANSFERORS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other stature from disposing of the said premises or any part thereof in the manner stated in this Agreement.
- J) The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFERORS have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the said premises 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. 1,22,00,000/- (Rupees One Crore Twenty-Two Lakhs Only).**

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows :

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

1. The TRANSFERORS hereby agree to sell, assign and transfer and the TRANSFEREE hereby agrees to purchase and acquire the right, title and interest in and upon the said premises being **Flat No. 903**, admeasuring **56.02 Sq. Mtrs. (Carpet)** area equivalent to **603 Sq. Ft. (Carpet)** area & the exclusive areas appurtenant to the said premise admeasuring **8.92 Sq. Mtrs.** equivalent to **96 Sq. Ft.**, on **9th Floor**, in the wing “**Aurelia 1**”, in the society known as “**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**”, of the Whole Project Known as “**RUSTOMJEE AURELIA**”, along with **One Covered Car Parking Space No. LB/230 at LB level**, standing on the plot of land bearing **S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1,20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1,48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7,51/8, 51/9,53/2/2, 53/2/3, 54/1, 54/2, 54/3,54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G,**

327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for a **Lump-sum Price of Rs. 1,22,00,000/- (Rupees One Crore Twenty-Two 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.

2. The TRANSFEREE has paid an amount of **Rs. 30,78,000/- (Rupees Thirty Lakhs Seventy Eight Thousand Only)** as the **Earnest Money Payment** as more particularly described in the receipt hereunder written and the payment and receipt whereof, the TRANSFERORS hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREE from the payment thereof absolutely and forever. The TRANSFEREE has agreed to pay the **Balance Amount of Consideration of Rs. 90,00,000/- (Rupees Ninety Lakhs Only)** shall be arranged by obtaining loan from any Bank / Financial Institution directly in the name of TRANSFERORS by Pay Order / D.D. / Cheque as **Full and Final Payment** after registration of this Agreement and within **45 days** from handing over Mortgage NOC from Society, all Original

electricity bill and other records amounting to the title of the premises for the purpose of their record.

7. The TRANSFEREE hereby agrees that, on becoming the member of the said society, the TRANSFEREE shall abide by all the bye-laws, rules and regulations adopted by the society.
8. The TRANSFERORS hereby states, declares and confirms that the TRANSFEREE shall be entitled to get transferred the **Electricity Meter No. 02300819505** having **Consumer No. 000033358261** & also having **Mahanagar Gas CA No. 210001328671** & **Meter No. 7200943806** installed in the said premises to her name and the TRANSFERORS shall, if required give their fullest co-operation in that regard.
9. The TRANSFEREE, 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 TRANSFEREE can hold the same for unto and to the use and benefit for herself, her heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFERORS or any person on them behalf or who may claim through them or in trust for them, subject only on the part of the TRANSFEREE to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.
10. The TRANSFERORS hereby declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be

18. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREE ALONE.
19. TRANSFERORS and TRANSFEREE mutually agreed that they will give 1% brokerage each to Shivam Properties (broker).
20. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No. 903, admeasuring 56.02 Sq. Mtrs. (Carpet) area equivalent to 603 Sq. Ft. (Carpet) area & the exclusive areas appurtenant to the said premise admeasuring 8.92 Sq. Mtrs. equivalent to 96 Sq. Ft., on 9th Floor, in the wing "Aurelia 1", in the society known as "Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.", of the Whole Project Known as "RUSTOMJEE AURELIA", along with One Covered Car Parking Space No. LB/230 at LB level, standing on the plot of land bearing S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10,

43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane.