

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Navi Mumbai on thisday of March, 2025 BETWEEN **MRS. SHASHILATA RAMCHANDRA YADAV (PAN AFTPY3811M)** an adults, Indian Inhabitants having address at Flat No. 203, 2nd floor, Tulip CHS Ltd, Plot No. 83, Sector 14, Koparkhairane, Navi Mumbai hereinafter referred to as ‘**THE SELLER**’ (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the **ONE PART**;

AND

MR. SANTOSH PANDURANG PADOLKAR (PAN BONPP7260M) & MISS. RUCHIKA DADASO BANDGAR (PAN FLEPB3969E) both adult, Indian Inhabitant, having his address at Apartment No. SS II/554, Sector No. 18, Koparkhairane, Navi Mumbai - 400709 hereinafter referred to as ‘**THE PURCHASERS / TRANSFEREES** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS:

THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act, 1956 (I of 1956) hereinafter referred to as ‘**THE CORPORATION**’ is the New Town Development Authority declared for the area be signed as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (I) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra XXXIII of 1966) hereinafter referred as “**THE SAID ACT**”.

AND WHEREAS:

The State Government has acquired lands within the delineated area of Navi Mumbai and vested such lands in the Corporation for development and disposal.

AND WHEREAS:

The Corporation has been empowered under section 118 of the said 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 Act.

AND WHEREAS:

By an Agreement to Lease dated 13.10.2000, the Corporation has agreed to grant lease to their original allottee i.e. (1) Smt. Indirabai Madhukar Patil & (2) Smt. Shaila Madhukar Patil (3) Smt. Sunita Madhukar Patil (hereinafter referred to as the “**original Lessees**”) of such Plot of land namely Plot No. 83, admeasuring area 300.00 sq. meters, Sector 14, lying being situated at Village- Kopakhairane, Navi Mumbai, Taluka & District Thane (hereinafter referred to as. ‘**THE SAID PLOT**) in consideration of lease premium mentioned therein to the Corporation subject to observance of the terms and condition mentioned in the said Agreements to Lease.

AND WHEREAS

The original Licensee, (1) Smt. Indirabai Madhukar Patil & (2) Smt. Shaila Madhukar Patil (3) Smt. Sunita Madhukar Patil entrusted development rights in respect of the said Plot No. 83, admeasuring area 300.00 sq. meters, Sector 14, lying being situated at Village- Kopakhairane, Navi Mumbai, Taluka & District Thane in favour of M/s. Mate's Builders & Developers (hereinafter referred to as. '**THE DEVELOPER**') by a Development Agreement dated 04.01.2001

AND WHEREAS:

Navi Mumbai Municipal Corporation granted Development Permission & Commencement Certificate dated 29.10.2015 in the name of Developer for construction of residential Building on the said plot of land.

AND WHEREAS:

Developer **M/s. Mate's Builders & Developers**, a partnership firm constructed building containing residential flats in the name of '**TULIP RESIDENCY**' on the said plot of land. Navi Mumbai Municipal Corporation issued Occupancy certificate dated 21.08.2018.

AND WHEREAS:

By an Agreement for Sale dated 21.07.2016, the Developers have sold one of the flat being **Flat No. 203, on the 2nd Floor, admeasuring area 38.56 Square Meters Carpet area, in the building known as 'Tulip Residency', constructed on land bearing Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane,** (hereinafter referred to as '**THE SAID FLAT**') to Sellers on the terms and conditions contained therein and the said Agreement for sale has been registered in the office of the Sub-Registrar of Assurance at Thane-8 by paying proper stamp duty and registration charges vide its Document Sr. No. TNN-8-8731-2016, dated 21.07.2016.

AND WHEREAS:

The flat purchased members formed a Co-operative Housing Society in the name of Tulip Residency Co-operative Housing Society Ltd bearing Registration No. NBOM/CIDCO/HSG/(OH)/4593/JTR/year-2012-2013 dated 09.07.2012 under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as '**the said Society**').

AND WHEREAS:

Thereafter the Society, has executed and registered the Agreement with title Deed Of Unilateral Conveyance dated 14.12.2012 has been registered under Sr. No. TNN-9-5286-2012 vide Registration Receipt No. 5308 dated 14.12.2012 in respect of said plot

AND WHEREAS:

Sellers are the absolute owners of **Flat No. 203, on the 2nd Floor, admeasuring area 38.56 Square Meters Carpet area, in the building known as 'Tulip Residency Co-Operative Housing Society Ltd',**

constructed on land bearing Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane.

AND WHEREAS:

Seller is registered members of Tulip Residency Co-operative Housing Society Ltd., at Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane holding paid up shares of vide Share Certificate (not yet issued) and interest and title in the property of the said society, i.e. the said flat.

AND WHEREAS:

The Seller now are fully seized and possessed of or otherwise well and sufficiently entitled to the said flat, to deal with or dispose off the same.

The Seller do hereby covenant as follows:

- a. There are no suits, litigation's Civil proceedings pending as against the Seller personally affecting the said flat.
- b. There are no attachments or prohibitory orders as against or affecting the said flat and the said flat 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 said flat is free from all mortgages, charges encumbrances of any nature whatsoever.
- c. The seller have not received any notice neither from the Government, Semi Government or Municipal Corporation regarding any of the proceedings in respect of the said flat.
- d. The seller have paid all the necessary charges of any nature whatsoever in respect of the said flat and the seller have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said flat.
- e. The seller in the past have not entered into any agreement either in the form of sale, lease exchange, assignment or in any other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said flat and have not dealt with or disposed off the said flat in any manner whatsoever.
- f. Neither the seller nor any of their predecessor-in-title have had received any notice either from the CIDCO and / or from any other statutory body or authorities regarding the acquisition and or requisition of the said flat.
- g. The seller is in exclusive use, occupation and possession of the said flat and every part thereof and except the sellers no other person or persons are in the use, occupation and enjoyment of the said flat or any part thereof.
- h. The seller have good and clear title free from encumbrances of any nature whatsoever of the said flat and every part thereof and there is no outstanding estates, inheritance, sale, gift, trust, mortgage or otherwise

however outstanding against the seller and / or against the said flat or any part thereof.

i. The seller is not restricted either in the Income Tax Act, Gift Tax Act, or under any other statute from disposing off the said flat or any other statute from disposing stated in the Agreement.

j. The seller have not done any act, deed, matter or things whereby they are prevented from entering into this agreement on the various terms and conditions as stated herein favor of the Purchaser and the sellers have all the right, title and interest to enter into this Agreement with the Purchaser on the various terms and conditions as stated herein.

Relying upon the aforesaid representations and declarations made by the seller herein, the Purchaser has agreed to purchase the said flat.

AND WHEREAS:

The seller have agreed to transfer the said shares held by the sellers and their interest in the said flat to the Purchaser, which the Purchaser has agreed to acquire from the sellers, after taking inspection of the various documents and after being fully conversant with the several covenants and the conditions contained therein on the terms and conditions hereinafter appearing:

The Parties herein are desirous or recording the terms and conditions in writing as stated hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS-

1. The seller hereby agree to sell and transfer and assign all their rights, title and interest in and upon the said **Flat No. 203, on the 2nd Floor, admeasuring area 38.56 Square Meters Carpet area, in the building known as 'Tulip Residency Co-Operative Housing Society Ltd', constructed on land bearing Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane** to the party of the a second part / Purchaser which the Purchaser has agreed to acquire the same which the said shares and interest of the sellers for a total consideration of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)** inclusive of all costs, share capital and the amount to the credit of the sellers in the books of the said society.

2. **The Purchaser agrees to pay the said consideration of Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only) in the following manner:**

- i) **A sum of Rs. 6,35,000/- Rupees Six Lakhs Thirty Five Thousand Only) paid on or before the execution of this Agreement.**
- ii) **A sum of Rs.65,000/-(Rupees Sixty Five Thousand Only) shall be deducted from the total sale consideration and the same shall be paid towards TDS @ 1%.**

iii) **And the balance sum of Rs. 58,00,000/- (Rupees Fifty Eight Lakhs Only) shall be paid after getting loan from Maharashtra Gramin Bank within 45 days from the execution of this Agreement.**

4. The seller shall deliver the vacant peaceful and physical possession of the said flat and all other relevant document/s and the shares of the Society to the Purchaser on getting the full and final consideration.

5. The seller hereby admits and declares that the said flat in the society and the said shares having Share Certificate No. (Not issued) the seller has full and absolute right and authority to sell the same or transfer it to any person/s.

6. The Purchasers hereby agrees to become member of the society and shall abide by all the rules and regulations and the sellers doth hereby assigns, transfers and assures all their rights, title interest and benefit in the said flat, contributions and other status enjoyed by them in respect of the said flat in rights under the shares which they are holding of the said society.

7. The Seller hereby agree to pay all the outstanding, due for payment maintenance and service charges or any other dues payable to the said Society, Electricity bill, NMMC Property Tax, and the sellers further undertake that IN NO CASE the Purchaser shall be liable for payment or dues of the said Society for the period of occupancy of the said Flat of the Sellers.

8. ON GETTING THE FULL AND FINAL SALE PRICE as agreed above, the Seller shall acquit, release and discharge the Purchasers and the Seller doth hereby assigns, transfers and assure all their rights, title, interest and benefit in the said Flat, contributions and other status enjoyed by them in respect of the said Flat in rights under the shares which they are holding of the said society.

9. ON GETTING THE FULL AND FINAL SALE PRICE, the sellers shall have no right, title, interest, claim demand or change of whatsoever nature on the payments and contributions made by the sellers to their predecessor – in – title and to the said society and on the said flat. The sellers shall do all the needful in all respect to secure the title of the said Flat to the Purchaser and shall always keep the Purchaser indemnified from all liabilities and / or claim of the said flat. The sellers shall also get the said share certificate (Not issued) endorsed on the name of the Purchaser from the office bearers of the said society as and when issued.

10. The Purchaser ON PAYING THE FULL AND FINAL SALE PRICE shall be entitled to have and hold on the occupation and the Purchaser can hold the same for unto and to the use and benefits for his heirs, executors, successors forever without any claim, charge, interest, demand or lien of the sellers any person on their behalf of who claim through they in trust for them subject only to on the part of the Purchaser to pay the taxes, assessment, charges, duties or calls made by the said society, Municipal authority Government or any local authority or

corporation or co-op. society in respect of the said flat from the date of signing of this agreement.

11. That the seller hereby states and declares that they have not in any manner whatsoever dealt with their right in respect of the said flat.

12. That the Purchasers hereby covenant with the seller that he shall abide by all the rules and regulations and bye-laws of the said society and shall pay and discharge all calls and demands that the Municipal Corporation, the co-op society and government etc., may make hereafter in respect of the said flat.

13. ON RECEIVING THE FULL AND FINAL SALE PRICE, the sellers shall handover to the Purchaser the physical possession of the flat referred to hereinabove and undertake that from time to time and at all-time hereafter and at the cost of the Purchaser, his heirs executors, administrators and counsels in law shall reasonably require to be done or execute and procure all documents and such further assurances in law and better and interest and benefits in the said flat every part, thereof unto and to the purchaser's use as aforesaid.

14. That the sellers hereby declares that they have paid all taxes and outgoings up to date in respect of the said flat and that if any amount is due from them to the society, the corporation or government and / or to any other person, persons or authorities relating the said flat the same shall be paid by the seller and if any such amount is recovered from the Purchaser, the seller doth hereby agrees to indemnify and keep the Purchaser indemnified there from.

15. The sellers declares that on getting the full and final consideration shall handover the physical possession of the said flat and transferred and assigned all their rights, title, interest and benefits in respect of the said flat. Similarly, the sellers shall also hand over all other receipts to the Purchaser and the above referred share certificate(Not issued). The sellers state that saves and excepts the aforesaid papers, they do not possess any other documents of title in respect of the said flat nor he has deposited nor pledged the same with anyone and as such they undertake to indemnify and keep indemnified the Purchaser.

16. The purchaser hereby agrees to pay the society the dues, water charges / services and maintenance charges, including periodical ground / lease rent in respect of the said flat from the date of possession and shall not withhold and shall INDEMNIFY and keep indemnified the seller in this behalf.

17. The Transfer charges / fee payable to the said society for the transfer of the said flat in the name of Purchaser shall be borne by the purchaser.

18. The sellers hereby declares and assure that the sellers have not on or before the date of this agreement, mortgages transferred, assigned or alienated their interest in the capital of the said society, i.e. the shares hereinabove mentioned. And their interest in the property of the said

society that is the flat hereinabove referred to. The sellers agree and undertake to remove all such objections or demands, if any; at their own cost.

19. SUBJECTS to the provisions and terms and conditions of this agreement, AND ON PAYMENT OF FULL AND FINAL SALE PRICE AS AGREED UNDER THIS AGREEMENT, THE SELLERS HEREBY AGREES TO TRANSFER THEIR SHARES, mentioned hereinabove and the interest in the said flat to the Purchaser and the Purchaser is entitled to hold, possess, occupy and enjoy the said flat without any interruptions from the sellers. The sellers further declares that they have full rights and absolute authority to enter into this agreement subject to section 29 of the Maharashtra Co-operative societies act, 1960 and that the sellers have not done or performed any act deed, matter or thing whatsoever, whereby they may be prevented from entering into this agreement as purported to be done hereby or whereby the Purchaser may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in his favour of whereby the quiet and peaceful enjoyment or possession of the Purchaser in respect of the said flat may be disturbed and in the event of it being found that the sellers were not entitled to enter into this agreement and transfer their rights to be transferred hereby and the purchaser is not able to enjoy quiet and peaceful possession of the said flat due to any such reasons, the sellers shall be liable to compensate, indemnify and reimburse to the Purchaser the loss, damage, which the Purchaser may suffer or sustain in this behalf.

20. In the circumstances, the aforesaid transaction is cancelled for whatever reasons before the entire consideration is paid, the Sellers shall refund the monies received under this Agreement.

21. The sellers hereinafter at the request and cost of the Purchaser shall execute any document, paper and writings as may be necessary for perfectly vesting the said flat and benefits of the membership the same unto the Purchaser without any extra or excess consideration.

22. The sellers shall pay all the outgoing till handing over the possession of the flat and thereafter the Purchaser shall be liable to pay.

23. As it is mandatory for disbursement of the loan that all the original documents pertaining to the flat should be handover to the Bank or FI, for sanctioning and disbursement of the loan.

24. The sellers does hereby agree handover all the original documents pertaining to the flat to the purchaser or to Bank or FI, as that the loan could be disbursed in time.

25. The purchaser does hereby agree to pay the stamp duty, registration charges payable to the revenue authorities for registration of the agreement to sell / sale deed as it is mandatory charges as per the registration charges as per the provisions of the Bombay stamp act, 1908.

In this Agreement the singular includes the plural and vice versa and reference to a particular gender does not exclude the other gender.

SCHEDULE

Flat No. 203, on the 2nd Floor, admeasuring area 38.56 Square Meters Carpet area, in the building known as 'Tulip Residency Co-Operative Housing Society Ltd', constructed on land bearing Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane

SIGNED, SEALED AND DELIVERED BY)
The withinnamed 'Sellers/Transferors')

MRS. SHASHILATA RAMCHANDRA YADAV)
(PAN AFTPY3811M))

In the presence of)

1. _____)
)

2. _____)

SIGNED, SEALED AND DELIVERED BY)
The withinnamed 'Purchaser')

MR. SANTOSH PANDURANG PADOLKAR (PAN
BONPP7260M)

&

MISS. RUCHIKA DADASO BANDGAR)
(PAN FLEPB3969E)

In the presence of)

1. _____)
)

2. _____)

RECEIPT

Received with thanks **Rs. 6,35,000/- Rupees Six Lakhs Thirty Five Thousand Only**) from the Purchaser **MR. SANTOSH PANDURANG PADOLKAR & MISS. RUCHIKA DADASO BANDGAR** in the following manner being the part payment of sale price in respect of **Flat No. 203, on the 2nd Floor, admeasuring area 38.56 Square Meters Carpet area, in the building known as 'Tulip Residency Co-Operative Housing Society Ltd', constructed on land bearing Plot No. 83, Sector 14, Kopakhairane, Navi Mumbai, Taluka & District Thane** the property hereinabove mentioned.

- i) **A sum of Rs. 6,35,000/- Rupees Six Lakhs Thirty Five Thousand Only**) paid through Cheque bearing No. dateddrawn by

**Rs. 6,35,000/-
I say received**

MRS. SHASHILATA RAMCHANDRA YADAV

(SELLER)

WITNESSES:

1. _____

2. _____