

AGREEMENT FOR SALE

(PART PAYMENT)

This Agreement for Sale made and executed at Panvel this ____ day of the month of **September 2026**

BETWEEN

1) MRS. RAJASHREE K. MENDON, Age 58 years, (PAN No. : AAKPH3320A) (Aadhaar No. : 6640 0396 9260) & **2) MR. KAMALAKSHA NARAYAN MENDON**, Age 63 years, (PAN No. : AKHPM1050D) (Aadhaar No. : 2486 7027 8527) Indian Inhabitant, Both Residing at- C-2/1, Darpana Building, Shree Mahalakshmi CHS., Veera Desai Road, Azad Nagar, Andheri (W), Mumbai-400058; hereinafter called and referred to as **“THE SELLER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the FIRST PART.

AND

1) MR. YASH GANESH MARDHEKAR, Age 24 years, (PAN No. : GRAPM3646B) (Aadhaar No. : 3473 3288 7227) & **2) MRS. LALITA GANESH MARDHEKAR**, Age 42 years, (PAN No. : JJQPM2345E) (Aadhaar No. : 6997 5891 6437) Indian Inhabitant, Residing at – Ozare, Tal. Jawali, Dist. Satara, Maharashtra-415022; hereinafter called and referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS under and by virtue of diverse Deeds of Conveyance and other Agreements/ Documents the Builders/ Promoters i.e. **M/S. MAHALAXMI DEVELOPERS**, a partnership firm, having its registered office at- 112, Maker Chambers III, 223, Nariman Point, Mumbai- 400021 and having its administrative office at- Mahalaxmi Nagar, Village- Nere, Tal. Panvel, Dist. Raigad hereinafter referred to as “THE PROMOTERS” have acquired several pieces and parcels of the lands bearing various Survey Numbers, situated at Village- Nere, Tal. Panvel, Dist. Raigad, through its Partners and /or in the name of its firm from various owners of such pieces and parcels of land. The Promoters acquired aggregating about 1,17,116 sq.mtr. of land. The titles of the said pieces and parcels of the land pockets have been transferred in the name of the Promoters and/or its Partner(s) and all the relevant revenue records are standing in the name of the Promoters or in the name of its Partner(s). And the Promoters are the absolute owners and are seized and possessed of and/or otherwise well and sufficiently entitled to the land aggregating about 1,17,116 sa.mtr. comprising of the said several pieces and parcels of the land situated at Village- Nere, Taluka-Panvel, and for the sake of brevity hereinafter referred to as the “THE LARGER PROPERTY”.

AND WHEREAS the Promoters further acquired lands in the vicinity of the said Property in endeavor to make their project of the Township a larger, better and well-planned and they further acquired the pieces and parcels of land and subsequently added to the said “LARGER PROPERTY”.

AND WHEREAS the Promoters developed the said larger property and constructed buildings thereon in such phases and in such manners as they deemed fit and proper and subsequently added all the further pockets of land acquired and named the entire scheme of such development of Township as “**MAHALAXMI NAGAR**”.

AND WHEREAS initially the Promoters proposed to construct several clusters of residential and commercial buildings on parts of the said larger property in phase wise manner and they initially identified 3 pockets for the land comprising of the lands bearing

Survey Nos. (1) 233/1, 234, 238/1, 238/2, 242/0, admeasuring about 13,710 sq.mtr. (2) 232, 243/2, 247/0, 249 admeasuring about 12,820 sq.mtr. (3) 371, 373, 370/0, 374/0 & 376-1/2 admeasuring about 31,750 sq.mtr. and for all the practical purposes the said pockets of the land shall be known as Sector 1, Sector 2, Sector 3, Sector 4, Sector 5, Sector 6, Sector 7, Sector 8 & Sector 9 respectively (the said property).

AND WHEREAS the Promoters got necessary approvals from the Collectors Office Raigad, for the construction of the said buildings in the said larger property and they procured all the requisite and the necessary permissions and sanctions of the plans, the specifications, elevations, sections and details of the said buildings to be constructed from the Office of the Collector Raigad and also procured the necessary approvals from Gram Panchayat Nere.

AND WHEREAS the Promoters entered into a standard Agreement with an Architect registered with the council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoters appointed Project Consultants and Structural Engineers for the preparation of the structural design and drawings of the buildings and the development of the entire scheme of Township was under the professional supervision of the Project Consultants, Architects and the Structural Engineers till the completion of all the buildings.

AND WHEREAS the Promoters accordingly commenced the construction of buildings in their Project of Township named as **“MAHALAXMI NAGAR”** on a portion of the said Property.

AND WHEREAS the plans of the said buildings are prepared by M/s. Dinesh Nayak & Associates, the Architects for the Promoters and are approved and sanctioned under the N. A. Orders along with Buildings Permission of the said buildings issued by Collector, Raigad Alibag, and the further N.A. Orders along with Building

Permissions of the remaining portion of the larger property shall come subsequently.

AND WHEREAS in accordance with the plans sanctioned by the concerned authorities, the Promoters developed the said lands for the aforesaid Project named **“MAHALAXMI NAGAR”** consisting inter-alia of several clusters of residential buildings, shops, commercial complexes and malls etc. grouped in various sectors having different sizes and dimensions with diverse floor heights to be earmarked by various Categories/ Type such as Economy, Medium, Classic, Compact, Royal, Deluxe etc. and other such Categories/ Types in the Residential / Commercial Complexes, Shopping Centers etc. as the Promoters deemed fit and proper as per different Built up area, elevation of the proposed buildings, amenities provided and accordingly sold and disposed off under the various categories to suit and accommodate the budget and requirements of different Categories/ Types of the Purchasers.

AND WHEREAS the Promoters developed the said property and constructed the buildings project known as **“MAHALAXMI NAGAR”** and sold on ownership basis the flats, shops, row-houses, stilt parking, terrace or other premises in the said buildings constructed on the said property.

AND WHEREAS the **Promoters- M/S. MAHALAXMI DEVELOPERS** have sold **Flat No. 102**, on **1st Floor**, admeasuring about **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** in Building No. **18**, in the **“ECONOMY”** Category/ Type in the Project known as **“MAHALAXMI NAGAR”** & newly formed registered society known as **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”**, in **Sector No. 03**, at **Nere Village, Tal. Panvel, Dist. Raigad**, within the limits of Grampanchayat Nere to **1) MRS. RAJASHREE K. MENDON & 2) MR. KAMALAKSHA NARAYAN MENDON** vide Agreement For Sale Registration Document No. **URN-05009 - 2011** dated **01/06/2011** at Panvel Sub Registrar Office, Panvel.

AND WHEREAS **1) MRS. RAJASHREE K. MENDON & 2) MR. KAMALAKSHA NARAYAN MENDON** (i.e. Present Seller/s) is the owner and is absolutely seized and possessed of and entitles to the said **Flat No. 102**, on **1st Floor**, admeasuring about **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** in Building No. **18**, in the **“ECONOMY”** Category/ Type in the Project known as **“MAHALAXMI NAGAR”** & newly formed registered society known as **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”**, in **Sector No. 03**, at **Nere Village, Tal. Panvel, Dist. Raigad**, within the limits of Grampanchayat Nere.

AND WHEREAS the Seller/s is the member and share holder of the **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”** registered under Maharashtra Co-operative Societies Act, 1960 having Registration No. **RGD/PWL/HSG/(TC)/3284/Year 2015-2016 dt. 04/02/2016** and holding **10** Shares of Rs. **50/-** each having Nos. from ____ to ____ vide Member Register No. ____

AND WHEREAS the Seller/s is not in need of the said Flat, he has decided to sell and dispose it off.

AND WHEREAS the Purchaser/s are interested in purchasing the said flat, they approached to the Seller/s and a talk regarding Sale and purchase of the flat took place between the parties.

AND WHEREAS on discussion, the Seller/s agreed to sell and the Purchaser/s have agreed to purchase the said flat for a total consideration of **Rs. 22,00,000/- (Rupees Twenty Two Lakh Only)**.

AND WHEREAS the party of the First Part, is in actual possession of the said flat with existing amenities and the transaction of the purchase of the said flat on ownership basis is completely by the party of the first part from his own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. The party of the first part has got full right and

absolute authority to sell/disposed off and transfer all his/her right, title and interest in the said flat as his/her self-acquired property.

AND WHEREAS other terms and conditions are mutually settled and agreed between the parties as appearing herein below:-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Seller/s hereby agree to sell and the Purchaser hereby agree to purchase said **Flat No. 102**, on **1st** Floor, admeasuring about **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** in Building No. **18**, in the **“ECONOMY”** Category/ Type in the Project known as **“MAHALAXMI NAGAR”** & newly formed registered society known as **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”**, in **Sector No. 03**, at **Nere Village, Tal. Panvel, Dist. Raigad**, within the limits of Grampanchayat Nere and more particularly described in the Schedule written hereunder.

2. The area of the flat hereby agreed to be sold is having **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** and it is shown by red boundary line on the plan attached herewith.

3. The consideration for the said transfer as settled and agreed between the parties is **Rs. 22,00,000/- (Rupees Twenty Two Lakh Only)**. The said amount of consideration is to be paid as under :

Rs. 50,000/-	Paid by Cheque No. 000008, dt. _____ drawn on HDFC Bank, CBD Belapur Branch
Rs. 1, 50,000/-	Paid by Cheque No. 000011, dt. _____ drawn on HDFC Bank, CBD Belapur Branch
Rs. 20,00,000/-	Will be paid after passing the loan from any financial institution or bank within 45 days from the date of Agreement for Sale.

----- Rs. 22,00,000/- -----	(Rupees Twenty Two Lakh Only)
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4. The Seller/s and the Purchaser/s declare that the amount of consideration stated above is adequate and reasonable and according to the present market rate and none of the parties has any grievances about the same.

5. The Seller/s will give the possession of the said Flat to the Purchaser/s after balance payment i.e. full and final payment. The Seller/s hereby declare that till today he has not sold, mortgaged, gifted or otherwise parted, with possession of the said Flat, nor had been entered into any such agreement to any other party. The Seller/s hereby agree to co-operate for transferring the above said property in the name of Purchaser/s in the office of Grampanchayat, M.S.E.D.C.L. and any other concerned Department.

6. The **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”** has given its consent to the Seller/s to transfer their right in the name of Purchaser/s.

7. It is agreed by the both parties that they will complete this agreement's conditions and it is bounded on the Purchaser/s. This is an essence of the contract.

8. The Seller/s hereby declares that the completion certificate of the building erected on the property more particularly described in the First Schedule written hereunder has been obtained from Grampanchayat.

9. The Seller/s hereby declares that she pay all taxes and dues of whatsoever nature in respect of the Flat hereby agreed to be transferred alone up to the date of possession. The Purchaser/s shall be responsible for payment of further taxes and dues in respect of Flat hereby agreed to be transferred from the date of possession.

10. The Party of the First Part states that he has not been any case of encumbrance against the said Flat hereby agreed to be sold. The Flat is agreed to be transferred free from encumbrances.

11. The Seller/s hereby declares that the Flat hereby agreed to be sold and transferred is not requisitioned nor she received any such notice.

12. The Seller/s declares that he has got full right and authority to deal with the Flat hereby agreed to be sold. If any objection is raised by anybody regarding this transaction, the same shall be removed by the Seller/s alone at their cost.

13. The Seller/s also declared that she is not dealt with the said Flat in any manner nor he has done any agreement with any another party or person.

14. The Seller/s herein has produced the following documents before the Purchaser:

- a) The Seller/s have agreed to submit their application to **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”** to the effect that their name as a member of the said SOCIETY be deleted and name of the Purchaser/s should be taken as a member in their place and also transfer the shares in the name of the Purchaser/s.
- b) That Seller/s will sign transfer form and submit the same to the society after receiving full and final payment.

15. The Seller/s hereby undertakes to make out a clear and marketable title to the property agreed to be sold.

16. The Purchaser/s hereby undertake to become a member of said society and undertake to sign all papers necessary for that purpose.

17. The expenses for conveying the said Flat such as Stamp Duty, Registration fees shall be borne and paid by the Purchaser/s alone.

18. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963, and Rule 1964 or any other provisions of law applicable hereto.

19. All the terms and conditions of the Builder’s Agreement will be applicable to this agreement.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE piece or parcels of land or ground situtated lying and being at Nere Village in Panvel Taluka, District Raigad and in the Registration Sub-District and District Raigad bearing the following Survey Numbers and Hissa Numbers and area as under.

Sr. No.	Survey and Hissa No.	Area in sq.mtr.
1	233/1	2430
2	234	3740
3	238/1	40030
4	238/2	2070
5	242/0	1440
6	232	2480
7	243/2	3620
8	247/0	4120
9	249	2600
10	371/0	7080
11	373	10140
12	376/1/2	2500
13	374/0	3790
14	370/0	6500
15	370/0	1740
	Total	58280

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. 102, on **1st** Floor, admeasuring about **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** in Building No. **18**, in the **“ECONOMY”** Category/ Type in the Project known as **“MAHALAXMI NAGAR”** & newly formed registered society known as **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”**, in **Sector No. 03** constructed on Survey Nos. 233/1, 234, 238/1, 238/2, 242/0, 232, 243/2, 247/0, 249, 371, 373, 370/0, 374/0 & 376-1/2 admeasuring about 31,750 sq.mtr. at **Nere Village, Tal. Panvel, Dist. Raigad**, within the limits of Grampanchayat Nere

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED "SELLER/S"

1) MRS. RAJASHREE K. MENDON

2) MR. KAMALAKSHA NARAYAN MENDON

IN THE PRESENCE OF.....

1.

2.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED "PURCHASER/S"

1) MR. YASH GANESH MARDHEKAR

2) MRS. LALITA GANESH MARDHEKAR

IN THE PRESENCE OF.....

1.

2.

:: R E C E I P T ::

Received from Purchaser/s a sum of **Rs. 2,00,000/- (Rupees Two Lakh Only)** paid as PART PAYMENT against the sale of **Flat No. 102**, on **1st** Floor, admeasuring about **34.75 sq.mtr.** equivalent to **374 sq.ft. Carpet area** in Building No. **18**, in the **“ECONOMY”** Category/ Type in the Project known as **“MAHALAXMI NAGAR”** & newly formed registered society known as **“MAHALAXMI NAGAR (BRAHMAKAMAL) CO-OPERATIVE HOUSING SOCEITY LTD.”**, in **Sector No. 03**, at **Nere Village, Tal. Panvel, Dist. Raigad**, within the limits of Grampanchayat Nere.

I SAY RECEIVED.

Rs. 2,00,000/-

1) **MRS. RAJASHREE K. MENDON**

2) **MR. KAMALAKSHA NARAYAN MENDON**
Seller/s

Witness:-

1.

2.