

AGREEMENT FOR SALE
(PART PAYMENT)

THIS AGREEMENT FOR SALE is made and entered into at SANPADA, on this Day of March 2023 BY and BETWEEN LATE MR. RAMJI NANJI RATHOD though it's legal heir MR. GIRDHAR RAMJI RATHOD, (PAN NO.) Age- 42 years, Indian Inhabitant Residing at Ramdev Road, C/2, Room No. 22, Khalai Village, Vidyavihar, West Mumbai 400 086, Hereinafter referred to as "The ASSIGNOR/SELLER/VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the ONE PART AND

MR. RAMAKANT PRASHANT INGLE (PAN NO. AEXPI9453A) Age- 26 Years, Indian Inhabitant, Residing at- 5th Floor, Mahavir Nagar, Buldhana, Maharashtra-443001, hereinafter referred to as "THE PURCHASERS/ ASSIGNEES" (which expression shall, it be repugnant to the context or meaning thereof be deemed to mean include their heirs, executors, administrators, legal representatives, and assigns) of the OTHER PART.

WHEREAS

1. THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. (hereinafter called as the Corporation) is the New Town Development authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers vested under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act. 1956 (Maharashtra Act No. XXXVII of 1966) hereinafter referred to as the said Act.
2. The State Government in pursuant to Section 113 (A) of the said Act acquired the land described therein and vesting such land in the said Corporation for development and disposal.

AND WHEREAS:

AND WHEREAS

By an agreement to lease dated 20.03.2003,, made at CBD Mumbai between the city And Industrial Development corporation of Maharashtra limited,, (Cidco),

therein and herein referred to as the Lessor and 1) **SHRI VASANT HIRA PATIL,**2) **SHRI, RAMCHANDRA HIRA PATIL,**3) **SMT GANUBAI EKNATH MHATRE,** 4) **SMT. GUNABAI GAJANANN MHATRE,** 5) **SMT. GANGUBAI PATIL,** 6) **SHRI. RAGHAVAN BHARAT PATIL.**7) **SHRI. VASANT,** 8) **SMT. ASHA ASHOK BHOIR,** 9) **SMT USHA KASHINATH PATIL,** 10) **SMT. NISHA DASHARATH BHIOR,** 11) **SMT. SAGUNABAI BHARAT PATIL,** 12) **SHRI ANANT RAMA PATIL,** 13) **SHRI. HIRAJI RAMA PATIL,** 14) **SHRI. NITIN RAMA PATIL ,**15) **SHRI, NANAJI RAMA PATIL,** 16) **SMT. REVATI GANESH PATIL,** 17) **SMT. SARALA VIJAY MADHAVI,** 18) **SMT. PARVATI PARSHURAM MHATRE**(herein referred to as the Original Allottees& therein referred to as the Licenses) lease plot of land being G.E.S.Plot NO.103, at Sector 1, Sanpada, Navi Mumbai admeasuring about 749.824 SqMtrs. (hereinafter referred to as THE SAID PLOT) and obtained the physical possession of the same for Development and Construction thereof building for residential and Commercial purposes.

AND WHEREAS :

The Original Allottees paid the Premium in full agreed to be paid to the Corporation and on payment of the said premium in full Corporation granted permission or licence to the Original Allottees to enter upon the said plot of land for the purpose of erecting a building's

AND WHEREAS :

By an agreement of Development dated 26th april 2003 the said Original Allottees 1) **SHRI VASANT HIRA PATIL,**2) **SHRI, RAMCHANDRA HIRA PATIL,**3) **SMT GANUBAI EKNATH MHATRE,** 4) **SMT. GUNABAI GAJANANN MHATRE,** 5) **SMT. GANGUBAI PATIL,** 6) **SHRI. RAGHAVAN BHARAT PATIL.**7) **SHRI. VASANT,** 8) **SMT. ASHA ASHOK BHOIR,** 9) **SMT USHA KASHINATH PATIL,** 10) **SMT. NISHA DASHARATH BHIOR,** 11) **SMT. SAGUNABAI BHARAT PATIL,** 12) **SHRI ANANT RAMA PATIL,** 13) **SHRI. HIRAJI RAMA PATIL,** 14) **SHRI. NITIN RAMA PATIL ,**15) **SHRI, NANAJI RAMA PATIL,** 16) **SMT. REVATI GANESH PATIL,** 17) **SMT. SARALA VIJAY MADHAVI,** 18) **SMT. PARVATI PARSHURAM MHATRE** have sold and assigned all their rights in and upon the plot no 103 admeasuring 549-824 Sq. Mtrs. in favour of the Developers and also agreed to develop the area of 200.00 Sq. Mtrs through the said Developers on the basis of 50-50% out of the total area of 749.824 Sq- Mtrs.

AND WHEREAS

The Navi Mumbai Municipal Corporation by its development permission-CUM-Commencement Certificate No. NMMC/TPO/BP/764/2003/338/03 dated

23.07.2003 granted its permission to commence construction on the said plot subject to the terms and conditions as contained herein.

AND WHEREAS

The Navi Mumbai Municipal Corporation has issued **Occupancy Certificate Vide their Letter Ref. No. NMMC/NRV/BP/PK/B-1660/2927/2004, DATED 28/06/2004.**

AND WHEREAS:

The Seller MR. RAMJI NANJI RATHOD, has purchased said Flat from M/S. RAJ HOMES BUILDERS AND DEVELOPERS, By way of Agreement for Sale on Dated 28/08/2003 vide Document Registration No. TNN-3-6790-2003.

AND WHEREAS:

The Purchaser requested and the Flat Owner/ Vendor have given inspection of all relevance documents pertaining to the said premises.

AND WHEREAS:

The Purchaser of being fully satisfied about title and the other documents in respect of the said premises agreed to purchase the said premises for the said consideration from the Seller.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

1. The Seller/Vendor hereby declared that:
 - a) Seller has Sole and absolute rights over the said **Flat No. 404, A-WING, 4th Floor, Building Known as Sairaj Complex Co-Operative Housing Society Ltd., Plot No. 103, Sector- 1, Sanpada, Navi Mumbai Tal. & Dist- Thane, admeasuring area- 50.18 Sq. Mt. Built-Up Area**, allotted under 12.5% Gaothan Expansion Scheme and lawful Flat Owner/Vendor/Seller of the same.
 - b) The Seller has not entered into any Agreement, transferred, assigned or let out said premises for the benefits acquired by him from the CIDCO or Society under its Agreement to anyone.
 - c) That Seller is entitled to sell, assigned and transfer the said Premise to the Purchaser and that The Seller has not done any act whereby Seller prevented from transferring the said premises.
 - d) The said Flat is not effected by any proceedings/ prohibitory from any authority lispensens or insolvency processing's or any including under the

Maharashtra Eviction Act or no proceedings in any Court of law is pending in respect of the said Flat.

- e) The SELLER have paid all the necessary charges of any nature whatsoever in respect of the said premises and SELLER have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises till the date of execution of this agreement.
- f) The Seller has sold and transferred the said flat premises and along with all the rights, title and benefits possessed with him by virtue of the agreement executed between him and builder.
- g) If any facts are noticed to the contrary or legally disputed by any party the SELLER would solve the future litigations if any would be dealt with by the SELLER at his/their cost and the PURCHASER would not be put to any financial hardships and the SELLER would see that the said litigations are solved peacefully and to the full satisfaction of the PURCHASER.
- h) THE SELLER undertake to pay all the outgoings by way of property taxes, Society charges, electricity, Water Bills, maintenance charges and any other dues till the date of handing over possession and the PURCHASER shall be responsible for the same from the date of taking over possession of the said flat premises.
- i) THE SELLER without any monetary benefit shall at all times thereafter at the request and cost of the Purchaser execute any document or documents as the PURCHASER may require for perfectly assuring unto and to the PURCHASER all the rights, title and interest in to and upon the said Flat.

3. In consideration of the aforesaid representation made by the Flat Owner/Vendor to the Purchaser herein agreed to purchase the said Apartment for the said consideration of **Rs. 60,00,000/- (Rupees Sixty Lacs Only)**, and hereby paid PART PAYMENT in the following manner:

3. The Flat Owner on receiving the consideration in full and final, shall hand over the physical possession of the Flat with all the relevant original documents

to the Purchaser admits of having been placed in physical possession of the same.

4. The Possession of Said Flat shall be delivered to the Purchaser immediately on getting the Full payment of the Sale Price is made and agreed hereinabove upon the Possession of Said Vacant Flat being delivered to the Purchaser shall be entitled to the used and Occupied the Said Premise and shall thereafter have no claim against the Seller in respect of any item or Work in the said Premises which may be alleged not to have been carried out or completed.
5. All Costs, Charges, expenses in connection with the formation, preparation, approving, engrossing, stamping and the registration charges of the flat and any legal documents shall be borne and paid by the Purchaser only.
6. The Seller shall be liable to pay all the dues related to CIDCO Office, Society, NNMC, Tahshildar, M.S.E.B and any other payment dues related to the above said Flat before the Full and Final Payment Agreement. And Purchaser shall be liable to pay all the dues related to CIDCO Office, Society, NNMC, Tahshildar, M.S.E.B and any other payment dues related to the above said Flat After the execution of Full and Final Agreement.
7. The Flat Owner/Vendor/Assignor shall at all times hereinafter at the request and cost of the purchaser executors and assigns all documents of the deeds, writing and assurances as may be required by the Purchaser/Assignee for more perfectas assuring and resting of the said Flat to the Purchaser.
8. The SELLER 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 effect by way of lease lien, charges, inheritance, sale, gift, trust, mortgage or otherwise however outstanding against the SELLER and/or against the said premises or any part thereof.
9. THE ASSIGNOR/Seller do hereby acknowledge, the receipt of the said consideration in full from the Assignee at the foot of this Agreement and discharge thereof in favour of the Assignee for ever all his rights, interest in

and upon the said flat with all rights to enter upon the said flat with all rights to enter upon the said flat when possession given by the Seller to the purchaser.

10. THE ASSIGNEE/purchaser for and on behalf of the Assignor shall make the payments due to and payable to the CIDCO AND THE ASSIGNEE shall obtain the physical possession of the said flat by executing necessary documents and ASSIGNOR will hand over the physical possession of the said flat to the Assignee without any further demands.

11. THE ASSIGNEE/PURCHASER upon possession of the said flat shall be liable to enter and reside permanently into and shall bear all such charges, taxes and other outgoing as may be applicable to the said flat to the authorities concerned as required for the said flat.

12. IT IS further agreed by the Assignee that the Assignor shall obtain the required permission for transfer of the said flat but the Assignee shall be liable to bear all such charges payable for getting the said flat transferred in his name to the authorities concerned.

13. THE ASSIGNOR/SELLER do hereby covenant with the ASSIGNEE/PURCHASER that prior to this Agreement, he has not entered into any agreement with any other third party nor created any lien over the said flat/Flat which free from all encumbrances and INDEMNIFY the ASSIGNEE/PURCHASER to remove all such objection if any, at his/her own cost. Neither the owner nor any of their predecessor-in-title have had received any notice either from the CIDCO Ltd., and/or from any other statutory body or authorities regarding the acquisition and /or requisition of the said premises.

14. THE ASSIGNOR/SELLER further agree and undertake to execute or cause to be executed any documents/s, which may be required by the ASSIGNEE/PURCHASER for availing the loan and more perfectly securing and assuring all his/her interest, title in and upon the said flat with all rights to sell the flat at the cost and expenses of the ASSIGNEE/PURCHASER without demanding any extra premium.

15. THE ASSIGNEE/PURCHASER both covenant with ASSIGNOR/SELLER and undertakes that the ASSIGNEE/PURCHASER shall not without the previous permission in writing of the CIDCO LTD, sell, transfer, assign or part with their interest or beneficiary of this assignment by way of sale, gift, lease or in any other manner in favor of any person, or part with the possession of the said flat.

16. THE SELLER also hereby agrees to inform the Concerned Authority for the transfer of the Deposit Amount kept with them i.e. deposit with M.S.E.B. for electricity connection, share money deposit to and in the name of PURCHASER.

FIRST SCHEDULE OF PROPERTY

ALL the piece and parcel of land bearing a constructed on **Plot No. D-19, D-20 & D-21, or thereabouts admeasuring 650 Sq. mtrs, of 12.5% (GES) situated at– Nerul, Navi Mumbai Tal. & Dist- Thane,** within the Registration District Sub- District Thane bounded as follows:

On or towards the North By : Plot No. D-22

On or towards the South By : Plot No. D-18

On or towards the East By : Plot No. 12, 13, 14

On or Towards the West by : 6 Mtrs. Wide Road

SECOND SCHEDULE OF PROPERTY

Flat No. 404, A-WING, 4th Floor, Building Known as Sairaj Complex Co-Operative Housing Society Ltd., Plot No. 103, Sector- 1, Sanpada, Navi Mumbai Tal. & Dist- Thane, admeasuring area- 50.18 Sq. Mt. Built-Up Area.

IN WITNESS WHEREOF THE PARTIES here to have hereunto and subscribed their respective hands and seals the day and year first herein above written.

**SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED THE SELLER/THE VENDOR
LATE MR. RAMJI NANJI RATHOD
though it's legal heir**

MR. GIRDHAR RAMJI RATHOD

IN THE PRESENCE OF

1.....

2.....

**SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED THE PURCHASER**

MR. RAMAKANT PRASHANT INGLE

WITNESS:

1.....

2.....

RECEIPT

PART PAYMENT

I/WE, SAY RECEIVED **Rs...../-** **(Rupees**
..... ONLY) from the within named PURCHASER
MR. RAMAKANT PRASHANT INGLE the PART Payment in respect Of **Flat**
No. 404, A-WING, 4th Floor, Building Known as Sairaj Complex Co-Operative
Housing Society Ltd., Plot No. 103, Sector- 1, Sanpada, Navi Mumbai Tal. &
Dist- Thane, admeasuring area- 50.18 Sq. Mt. Built-Up Area, Part Payment in
following manner:-

I/WE SAY RECEIVED
Rs./-

LATE MR. RAMJI NANJI
RATHOD though it's legal heir
MR. GIRDHAR RAMJI RATHOD
SELLER

Witness:-

1.....

2.....