

AGREEMENT FOR SALE

FLAT NO.	:	202, 2ND FLOOR.
		GANESH PLAZA CHS LTD
ON PLOT NO.	:	51
SECTOR NO.	:	11
NODE	:	KAMOTHE, NAVI MUMBAI
BUILDING CONSIST	:	GROUND + 13FLOORS
		(WITH LIFT)
CARPET AREA IN SQ. MTRS.	:	64.38
TERRACE AREA IN SQ.MTRS.	:	8.99
STAMP DUTY	:	RS. 5,60,000/-
REGISTRATION FEE	:	RS. 30,000/-
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SALE PRICE	:	RS. 80,00,000/-
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THIS **AGREEMENT FOR SALE** is made and entered into at **KAMOTHE, Navi - Mumbai**, on this **Day of** **2023**.

BETWEEN

1) MR.SARAVANAN DHARMAN, Age **50** Years, (**PAN NO: AVYPS4388N**), **ADHAAR NO.8452 1978 5093**, & **2) MRS. VARALAKSHMI SARAVANAN**, Age **44** Years, (**PAN NO: AFCPV0904P**), **ADHAAR NO. 3008 9332 8926**, Indian Citizen, Residing at **190/5 S-1, Deepika Tulips, Vanniyar Lane, Choolaimedu, Chennai, Tamil Nadu-600094**. Hereinafter for brevity's sake called and referred to as "**THE SELLERS / TRANSFERORS**" (which expression shall, unless it to be repugnant to the context or meaning thereof, mean and include their successors and assigns) of the **ONE PART. c**

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AND

1) MR. SAMIR SHRIKRISHNA BUDHAKAR, Age 43 Years, (PAN NO: AMDPB5532D), Aadhaar No.6713 4019 1559, & 2) MRS. ARCHANA SAMIR BUDHAKAR, Age 41 Years, (PAN NO.: BMYPB3975Q), Aadhaar No.9412 2936 5110, Indian Citizen, Residing at Flat No. 102, Ganesh Plaza CHS, Plot No.51, Sector 11, Kamothe, Navi Mumbai 410206. Hereinafter for brevity's sake called and referred to as "THE PURCHASERS / TRANSFEREES" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to executors, administrators and assigns) of the OTHER PART.

DESCRIPTION OF PROPERTY:

<u>FLAT NO.</u>	<u>FLOOR</u>	<u>PLOT</u>	<u>SECTOR</u>	<u>NODE</u>
202	2 ND	51	11	KAMOTHE

GANESH PLAZA CHS LTD

**BUILDING CONSIST : GROUND + 13 FLOORS
(WITH LIFT)**

CARPET AREA IN SQ. MTRS. : 64.38

TERRACE AREA IN SQ.MTRS. : 8.99

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SALE PRICE : RS. 80,00,000/-
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Hereinafter referred to as "THE SAID FLAT"

WHEREAS :-

The City and Industrial Development Corporation of Maharashtra LTD. incorporated under the Companies Act 1956, and having it's registered office at "Nirmal", 2nd Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as "THE CORPORATION") as New Town Planning Authority declared and appointed by the State Government exercise of its power under Section 113(3) A of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the MRTP Act" for the New Town of Navi Mumbai.

AND WHEREAS the State Government in pursuance of section 113(i) of the said Act acquired the land described therein and vested such lands in the said

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Corporation for development and disposal AND vide policy decision to benefit the project affected person of the area Government decided to allot developed plots to them under their scheme named "12.5% GES SCHEME".

AND WHEREAS by an Agreement to lease dated-17/01/2005. Made at Navi Mumbai, between the "**CORPORATIONS (CIDCO)**" of the ONE PART. AND 1) Mr. Balaram Vithu Chimane, 2) Mrs. Jayawantibai Haribhau Bhagat, (hereinafter collectively referred to as "**THE ORIGINAL ALLOTTEES**") the CIDCO leased a Plot of land in lieu of compensation under 12.5% Expansion Scheme, a Plot of land being Plot No-51, admeasuring about 1199.99 Sq.Mtrs. of village Kamothe, Sector-11, Navi Mumbai, Tal. Panvel, Dist. Raigad, and the same was duly Registered with Sub Registrar Panvel, under Sr. No. URAN-0868-2005, dt.20/01/2005.

AND WHEREAS : By Tripartite Agreement dated 16.06.2005 between the CIDCO the party of FIRST PART & 1) Mr. Balaram Vithu Chimane, 2) Mrs. Jayawantibai Haribhau Bhagat, "**THE ORIGINAL LICENCEES**" of the SECOND PART and **M/S. GURUKRUPA DELEVOPERS**, "**THE NEW LICENCEES**" the party of the THIRD PART and same was dully registered with Sub Registrar office Panvel on under Serial No-04530-2005, Dt. 16/06/2005 and CIDCO LTD have transferred the said Plot in the name of M/S. **GURUKRUPA DELEVOPERS** and CIDCO Ltd. vide its Letter Dt.29.06.2005, bearing No. CIDCO/ VASAHAHAT/SATYO/ THEV/50+259/05, have transferred the said Plot in the name of **M/S. GURUKRUPA DELEVOPERS**.

AND WHEREAS : By Subsequent Tripartite Agreement dated 03.07.2006 between the CIDCO the party of FIRST PART & **M/S. GURUKRUPA DELEVOPERS**, through its Partner 1) Shri. Kiritbhai Naran Patel, 2) Shri. Jayantibai Lalabhai Patel, 3) Shri. Kirti kumar Amrutabhai Vala, 4) Shri. Naranbhai Khimjibhai Patel & "**THE NEW LICENCEES**" of the SECOND PART and **M/S. SHREE GANESH HOMES, Prop. Mr. Bhavanji Shamji Patel** "The Subsequent New Licensees" the party of the THIRD PART and same was dully registered with Sub Registrar office Panvel on under Serial No-04856-2006, Dt. 03/07/2006 and CIDCO LTD have transferred the said Plot in the name of M/S. **SHREE GANESH HOMES** and CIDCO Ltd. vide its Letter Dt.12.07.2006, bearing No. CIDCO/ VASAHAHAT/SATYO/ THEV/50+259, have transferred the said Plot in the name of **M/S. SHREE GANESH HOMES**.

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AND WHEREAS:- THE M/S. SHREE GANESH HOMES after obtaining development permission and **Commencement Certificate bearing No-CIDCO/ATPO/815, dated - 17/04/2007**, issued from CIDCO and commenced the construction of the building namely **“GANESH PLAZA”** And to construct building / buildings thereon for Residential-Cum-Commercial use, subject to the terms & condition.

AND WHEREAS: The Developers have entrusted the architect works to M/S. DIMENSIONS (hereinafter called **“The Said Architect”**) to develop, design and lay down specifications for construction of the building on the said plot.

AND WHEREAS: The said Builders being authorized under the said Agreement to Lease to Construct Residential-Cum-Commercial Building on the said Plot of Land, have completed the construction work of the said Buildings on the said land vide **Occupancy Certificate issued by CIDCO Ltd. Dated 05/05/2010, under Ref. No. CIDCO/ATPO(BP)/330.**

AND WHEREAS: The developer has sold the said **Flat No. 202 on 2nd Floor, admeasuring 64.38 Sq. Mtr. Carpet Area + 8.99 Sq. mtr. Terrace Area, in Building known as “GANESH PLAZA”, situated at Plot No-51, Sector 11, Kamothe, Navi Mumbai, Tal-Panvel, Dist.-Raigad to 1) MR. SARAVANAN DHARMAN & 2) MRS. VARALAKSHMI SARAVANAN** for a valuable consideration and said was registered with **Joint Sub-Registrar Panvel-2, vide document No-URAN-06305-2009, Receipt No.6477, dtd.-07/10/2009.**

AND WHEREAS :- GANESH PLAZA CO-OP HOUSING SOCITIES LIMITED, a society duly registered under the provisions of Maharashtra Co-operative Societies Act,1960 under Registration No-N.B.O.M/CIDCO/HSG(TC)/3761/JTR/2010-2011. DT. 17/02/2011.

AND WHEREAS:- By virtue of the membership of the said Society, the said Original Flat Owner, is fully entitled to hold Five shared of Rs. 50/- (Rupees Fifty

Only), each vide **Share Certificate No.** _____ distinctive from _____ to _____, (hereinafter referred to as THE SAID SHARES).

AND WHEREAS:- Now the Transferors is the lawful owner of the above said Flat and in any case fully seized and possessed of the same. The inspection of the papers taken party of the Second Part being in need of a Residential accommodation requested the party of the First Part, to transfer him all the rights, title and interest in the deed whatsoever they be free from all encumbrance at or for a price of **RS.80,00,000/- (Rupees Eighty Lakh Only)** and the party of the First Part has agreed to sell the said **Flat No. 202 on 2nd Floor, admeasuring 64.38 Sq. Mtr. Carpet Area + 8.99 Sq. mtr. Terrace Area, "GANESH PLAZA CHS LTD", situated at Plot No-51, Sector 11, Kamothe, Navi Mumbai, Tal-Panvel, Dist.-Raigad** to the party of the Second part.

AND WHEREAS:-The TRANSFERORS is fully seized and well possessed to **Flat No. 202 on 2nd Floor, admeasuring 64.38 Sq. Mtr. Carpet Area + 8.99 Sq. mtr. Terrace Area, "GANESH PLAZA CHS LTD", situated at Plot No-51, Sector 11, Kamothe, Navi Mumbai, Tal-Panvel, Dist.-Raigad** and The TRANSFEREES being interested in one such Flats, been constructed over thereon and requested the TRANSFERORS to sale and assign all their rights in and upon one of the said flat and accordingly the TRANSFERORS agree to sale and transfer the said flat.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. There are no suits, litigations, civil or criminal or any other Proceedings pending as against the TRANSFERORS/SELLERS personally affecting "the Said Flat".

b. There are no attachments or prohibitory orders as against or affecting the said Flat and "the Said Flat" are free from all encumbrances or charges and/or are not the subject matter of any lispensens or easements or attachments either before or after judgment. The TRANSFERORS/SELLERS has not received any notice either from the Government, or any other public authority, or Municipal Corporation regarding any of the proceedings in respect of "the Said Flat "

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c. The TRANSFERORS/SELLERS has paid all the dues, charges whatsoever in nature in respect of "the Said Flat" and the TRANSFERORS/SELLERS has not received any notice from any statutory body or authorities.

d. The TRANSFERORS/SELLERS in the past has not entered into any agreement either in the form of sale, lease, exchange, assignment or in any other manner whatsoever and has not created any ownership, 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" or any part thereof in any manner whatsoever.

e. The TRANSFERORS/SELLERS is in exclusive use, occupation and possession of the said Flat and every part thereof and except the TRANSFERORS/SELLERS no other person or persons are in use, occupation and enjoyment of "the Said Flat" or any part thereof.

f. The TRANSFERORS/SELLERS has good and clear title free from encumbrances of any nature whatsoever of "the Said Flat " and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise whatsoever outstanding against the TRANSFERORS /SELLERS and/or against the said Flat or any part thereof.

g. The TRANSFERORS/SELLERS is not prohibited either under the Income Tax Act, Gift Tax Act, Wealth Tax Act, or under any other statute from transferring disposing off "the Said Flat" under this Agreement.

h. The TRANSFERORS/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 as stated herein in favour of the Transferees and the TRANSFERORS/SELLERS has all the right, title and interest to enter into this Agreement with the Transferees on the various terms and conditions as stated herein.

NOW THIS DEED WITNESSETH AS FOLLOWS:

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1. The Transferors hereby agrees to sell, transfer and assign all his rights, titles and interests in and upon the following Flat.

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FLAT NO. 202 ON 2ND FLOOR, ADMEASURING 64.38 SQ. MTR. CARPET AREA + 8.99 SQ. MTR. TERRACE AREA, "GANESH PLAZA CHS LTD", SITUATED AT PLOT NO-51, SECTOR 11, KAMOTHE, NAVI MUMBAI, TAL-PANVEL, DIST.-RAIGAD

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SALE PRICE: RS.80,00,000/ - (Rupees Eighty Lakh Only)

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2. To the party of the second part/Transferees which the Transferees has agreed to acquire the same and the Shares and interest of the Transferor in respect of the said Flat for a total consideration **RS.80,00,000/-(Rupees Eighty Lakh Only)** inclusive of all costs, share capital Paid as per below mentioned.

AMOUNT	DESCRIPTION
Rs. 8,00,000/-	By RTGS. No. CFI2517280, Dated 14/06/2023, drawn on ICICI Bank, Branch: - Kamothe.
Rs. 72,00,000 /-	After sanctioning Loan from any financial Bank or any Financial Institution / Company within 45 Working Days after registration of this Agreement. TDS is applicable as per Government guideline shall be paid to the concerned authorities on account of TDS on or before Sale Deed.
Rs. 80,00,000/-	Total Consideration.

3. The party of the first part has informed the Transferees that under the existing laws and rules of said Society, the Transferor may not without the prior consent in writing of the said Society shall sell/transfer/assign or part with the interest or benefit under the said deed in any manner in favour of any person or persons. However the Transferor has obtained such required No Objection Certificate from the said Society at the cost of the party of the Second Part.

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“TIME IS THE ESSENCE OF CONTRACT”.

4. It is expressly agreed by and between the Parties hereto that in respect of the above payments, time of payment according to the Payment Schedule is the essence of the contract.

5. The Total consideration mentioned above is exclusive of the Following Charges:

- Stamp Duty, Registration Fees and other charges payable to the concerned authorities for Registration of this Agreement.
- Legal charges for documentation.
- Transfer Fees payable to CIDCO LTD and to PMC/NMMC, and to other authorities.
Service Taxes if applicable.
- Any other Taxes / charges, Cess that shall be levied by CIDCO and PMC/NMMC or any Government authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities.

6. The transfer charges payable to the SOCIETY are to be paid by the SELLERS / TRANSFERORS and provide the SOCIETY NOC to the PURCHASERS / TRANSFEREES.

7. All costs, charges and expenses including Advocate's / Solicitor's fees for registration of this Agreement as the case may be will be borne and paid by the TRANSFEREES /PURCHASERS as the case may be.

8. All costs charges including Stamp Duty, Registration charges and CIDCO Transfer Charges in respect of the said Agreement will be borne and paid by the TRANSFEREES/PURCHASERS alone.

9. The TRANSFERORS/SELLERS will pay all the outstanding in respect of the said Flat till the date of possession is handed over to the TRANSFEREES/ PURCHASERS. From the date of possession, the TRANSFEREES/ PURCHASERS will be liable to bear and pay the Proportionate share of Outgoings in the form of maintenance of the said Flat and building namely Property Taxes, Water Charges, Insurance Premium, expenses for common Security/Watchman etc. and all the necessary charges incidental to the management and maintenance of the said Flat.

10. The TRANSFERORS/SELLERS will hand over the vacant and peaceful physical possession of the said Flat to the TRANSFEREES / PURCHASERS on the date of Full and Final Payment and shall co-operate in registering the Sale Deed/Deed of Assignment in favour of the TRANSFEREES / PURCHASERS and will sign all such documents to more properly convey all the rights, title, interest and benefits in favour of the TRANSFEREES / PURCHASERS.

11. The Parties hereto agree and understood that, as per section 194/A of Income Tax on transaction of immovable property is to be deducted @ 1% where the consideration exceed Rs.50,00,000/-.In view of compliance to above said provision, the Transferee shall deduct the TDS @1% on total price consideration and deposit the same through form 26QB as prescribed by the Income Tax Authority to the account of Transferor and furnish the TDS Certificate to the Transferors without Committing any default in respect thereof. It is hereby clarified that the amount deducted as TDS shall be deemed as forming part of total price consideration of the said Flat.

12. This Agreement shall be subject to the Provisions contained in the Maharashtra Ownership Flats (regulations of the promotion of construction Sale management and Transfer) Act 1963, and the Maharashtra Ownership Units (regulation of the promotion of construction Sale management and Transfer) Rules 1964 or any amendment for the time being in force.

FIRST SCHEDULED ABOVE REFERRED TO DESCRIPTION OF LAND

All the piece of land containing by 1199.99 Sq. Mtrs. or thereabout being Plot No-51, in Sector-11, Village –Kamothe, Navi Mumbai, situated at, Tal- Panvel, & District, Raigad, bounded as follows, that is to say.

On Or Towards The North By : Plot No.55 & 56
On Or Towards The South By : 11 mtr. Wide Road
On Or Towards The East By : Plot No.52
On Or Towards The West By : Plot No.50

SCHEDULE OF FLAT:

Flat No. 202 on 2nd Floor, admeasuring 64.38 Sq. Mtr. Carpet Area + 8.99 Sq. mtr. Terrace Area, “Ganesh Plaza Chs Ltd”, Situated At Plot No-51, Sector 11, Kamothe, Navi Mumbai, Tal-Panvel, Dist.-Raigad.

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

SIGNED AND SEALED AND DELIVERED BY THE

Within named 'TRANSFERORS'

1) MR. SARAVANAN DHARMAN,

2) MRS. VARALAKSHMI SARAVANAN,

In the presence of

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SIGNED AND SEALED AND DELIVERED BY THE

Within named 'TRANSFEREES'

1) MR. SAMIR SHRIKRISHNA BUDHAKAR

2) MRS. ARCHANA SAMIR BUDHAKAR,

In the presence of

1.

2.

RECEIPT

RECEIVED WITH THANKS From "Transferees" 1) MR. SAMIR SHRIKRISHNA BUDHAKAR, & 2) MRS. ARCHANA SAMIR BUDHAKAR, sum of Rs.8,00,000/- (Rupees Eight Lakh Only) towards the Part Payment against the sale of Flat No. 202 on 2nd Floor, admeasuring 64.38 Sq. Mtr. Carpet Area + 8.99 Sq. mtr. Terrace Area, "Ganesh Plaza Chs Ltd", Situated At Plot No-51, Sector 11, Kamothe, Navi Mumbai, Tal-Panvel, Dist.-Raigad.

I SAY RECEIVED,
Rs.8,00,000/-

1) MR. SARAVANAN DHARMAN,

2) MRS. VARALAKSHMI SARAVANAN,

(SELLERS / TRANSFERORS)

WITNESS :-

1.

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TRANSFEROR

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