

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at _____ on this _____ day of _____ **2023** BY and BETWEEN **MRS. POOJA PRAVIN GAWADE** aged **44** years having **PAN NO. AERPG5815N (AADHAAR NO. 347405800276)** Indian Inhabitant, residing at Flat No. 1:2, A-2, Shree Ganesh CHS, Near Terna Engg College, Sector 28, Nerul 400706, hereinafter called as the **“TRANSFEROR/VENDOR”** (which expression shall unless the same be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, administrators and assigns) of the **ONE PART.**

A N D

MRS. KANCHAN SUBHASH GHUGE age 29 years **PAN NO. BTEPG2802C (AADHAAR NO. 367424567725)** Indian inhabitant, having address at Flat No. 301, Ugale Building, Rambaug Main Road, Opp. Mamta Medical, Kalyan West, Thane 421301, hereinafter called as the **“TRANSFEREE/PURCHASER”** (which expression shall unless the same be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

(I) WHEREAS :

1. The City and Industrial Development Corporation of Maharashtra Ltd. is a Government Company within the meaning of the Companies Act 1956, (hereinafter referred to as "THE CORPORATION") having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai 400 021. The Corporation is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by Government of Maharashtra in exercise of its powers under Sub-section (1) & (3-A) of Section 113 of Maharashtra Regional and Town Planning Act 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as “the said Act”).
2. The State Government has acquired lands within the delineated area of Navi Mumbai and vested the same in the Corporation by an order duly made on behalf and as per the provision of Section 113 (A) of the said Act.
3. **By virtue of being the Development Authority, The Corporation has been empowered under Section 118 of the said Act to dispose of any land**

acquired by it or vested in it in accordance with the proposal approved by the State Government under the said Act.

(II) AND WHEREAS:

1. The respective Purchasers of the Flats have jointly & collectively formed the Co-Op. Hsg. Society named as “**SHREE GANESH CO-OP HSG SOCIETY LTD.**” & the same is registered under Registration Serial No. **TNA/(TNA)/HSG/(TC)5626/1992-1993 dated 17/02/1993**, having its registered office at Plot No. 1, Sector 28, Nerul, Navi Mumbai, Tal. & Dist. Thane. The said Society applied to the Corporation to allot them a plot of land on lease for the purpose of constructing flats for its members.
2. By an Agreement dated 28th February, 1993 executed between the said Society of the first part and **M/S. MAYURESH DEVELOPERS**, a partnership firm registered under the Indian Partnership Act, 1932 (therein & hereinafter referred as the Developer) of the second part and the said Society had granted the development rights to the Developers and right to sell the flats to be constructed in the buildings to be constructed on the plot of other than existing members.
3. By an Agreement to Lease dated 22nd April 1993, the said Corporation has agreed to grant lease for the period of 60 years up to the said Society ‘**SHREE GANESH CO-OP HSG SOCIETY LTD.**’, in respect of the piece and parcel of the land containing by admeasurements 19320.25 Sq. Mtrs or thereabout, bearing Plot No. 1 at Sector – 28, of Nerul, within the Registration District and Sub District of Panvel, hereinafter referred to as the said plot of land, for premium and annual rent thereby reserved as consideration and on terms and conditions therein contained, for the purpose of construction.
4. The said Society had obtained the Commencement Certificate for the construction of the building as per plans and specifications passed by the CIDCO vide **Commencement Certificate** bearing No. **CIDCO/BP/ATPO/9311 dated 13th May 1993.**
5. By Agreement for sale dated 20th December 1995 executed between the **M/S. MAYURESH DEVELOPERS** as the Developers and **SMT. PATTAMAL VAIDYANATHAN** as the Purchaser and **SHREE GANESH CO-OP HSG SOCIETY LTD.**, as the Confirming Party. The Purchaser have purchased the said **Flat No. 1:2, admeasuring area of about 58.34 Sq. Mtrs. carpet area (628 Sq. Ft.), on First Floor, in the Building No. A-2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY**

LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane. The said agreement was duly stamped & registered with the Sub-Registrar of Assurances at Thane 3, under Registration Document Serial No. TNN-3-4393-1995 dated 20th December, 1995.

6. The society have constructed the building as per the approved plan and layout and commencement certificate and on completion of the construction work have obtained the **Occupancy Certificate** from the Town Planning Officer, Navi Mumbai Municipal Corporation, under letter bearing Ref No. NMMC/TPO/OC/6983 on dated 27th December 1996.
7. By execution of **Agreement for sale** dated **10th August 2007**, between **SMT. PATTAMAL VAIDYANATHAN**, as the Transferor and **MRS. POOJA PRAVIN GAWADE** as the Transferee. The Transferee have purchased and acquired the **Flat No. 1:2, admeasuring area of about 720.00 Sq. Ft. Built-up Area (66.91 Sq. Mtrs.), on the First Floor, in the Building No. A-2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane** The said agreement was duly stamped & registered with the Sub-Registrar of Assurances at Thane-6, under Registration Document Serial No. TNN-6-4390-2007 dated 10th August, 2007. After Full and Final Payment of the entire consideration, the Deed of Assignment dated 23rd July 2009 between **SMT. PATTAMAL VAIDYANATHAN** as the Transferor and **MRS. POOJA PRAVIN GAWADE** as the Transferee in respect of the said Flat was executed. The said deed was duly stamped & registered with the Sub-Registrar of Assurances at Thane-6, vide its Receipt No. 2598 under Registration Document Serial No. TNN-6-02549-2009 dated 23rd July, 2009.
8. The Corporation vide letter bearing reference no. CIDCO/EMS/AEO(HQ)/2007/894 on dated 12th October, 2007 issued provisional transfer order in respect of the said Flat in favour of **MRS. POOJA PRAVIN GAWADE**. Also the **MRS. POOJA PRAVIN GAWADE** apply for obtaining final order in respect of the said Flat from corporation. Further **MRS. POOJA PRAVIN GAWADE** agreed that the said final order will be hand over to the **MRS. KANCHAN SUBHASH GHUGE (TRANSFEE/PURCHASER)** before execution & registration of Sale Deed.
9. **Deed of Rectification** dated **18th September, 2009** executed between **SMT. PATTAMAL VAIDYANATHAN** as the One Part and **MRS. POOJA**

PRAVIN GAWADE as the Other Part, in respect of the **Flat No. 1:2, admeasuring area of about 720.00 Sq. Ft. Built-up Area (66.91 Sq. Mtrs.), on the First Floor, in the Building No. A:2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane** to rectify **Deed of Assignment** dated **23rd July, 2009** and the same is registered with Sub Registrar of Assurances at Thane-6, vide its Receipt No. 2598 under Registration Document Serial No. TNN-6-02549-2009 dated 23rd July, 2009 vide this deed in the Deed of Assignment on page no. 8, Para No. IV and page no. 16, in receipt, in mode of payment Sr. IV it is mentioned that balance payment of Rs. 2,00,000/- is made by cash by Transferee to the Transferor but it is made by Cheque no. 195740 dated 25.10.2007 drawn on Mahanagar Co-op. Bank Ltd. the same should be changed and corrected.

10. The **MRS. POOJA PRAVIN GAWADE** is the member of the “**SHREE GANESH CO-OP HSG SOCIETY LTD.**” a society registered under the Maharashtra Co. operative Societies Act, 1960 and the Society on its registration has allotted 5 (Five) Shares each of Rs. 50/- to its member. The TRANSFEROR/VENDOR herein also have become the member of the said society vide **SHARE CERTIFICATE NO. 268 bearing distinctive Nos. 1336 to 1340** (both inclusive) issued by the said Society. (Hereinafter referred as said “SHARES”).
11. The TRANSFEROR/VENDOR herein are legally, lawfully, absolutely seized and possessed of and otherwise well and sufficiently entitled to **Flat No. 1:2, admeasuring area of about 720.00 Sq. Ft. Built-up Area (66.91 Sq. Mtrs.), on the First Floor, in the Building No. A-2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane** and more particularly described in the Schedule of the Property hereunder written and the floor plan hereof, annexed hereto. (For brevity sake, The Said Flat no. **A-2/1:2** is hereinafter referred to as “**The Said Flat**”).
12. The TRANSFEROR/VENDOR herein have decided to sell, transfer all **her** rights, title, interests and ownership in and upon The Said Flat in favor of any prospective purchaser against the payment of sale consideration amount of **Rs. 1,13,00,000/- (Rupees One Crore Thirteen Lacs Only)** .

13. The TRANSFEREE/PURCHASER herein had approached the TRANSFEROR/VENDOR and showed her/**his/their** keen interest & desire in purchasing The Said Flat to which TRANSFEROR/VENDOR have agreed to Sale all **her** right, title and interests in The Said Flat on payment of lump sum consideration amounting to **Rs. 1,13,00,000/- (Rupees One Crore Thirteen Lacs Only)** on the terms & condition determined herein after as under:
14. The Said Flat is not let, sublet, underlet, sale, disposed off, transferred, charged earlier to any other one and not even promised to do so and it is free from all charges/encumbrances, loan and liabilities **except mortgaged with Navi Mumbai Co-op Bank Ltd., Nerul Branch.**
15. The TRANSFEROR/VENDOR will obtain permission in writing for the Sale of Flat from the Society and **she** hereby declare and undertake to clear all dues & charges payable by **her** to the society till date.
16. The parties hereto are desirous of recording and reducing into writing the terms & conditions of the agreement for transfer of rights, title and interests in The Said Flat.

(III) NOW IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

(1) The TRANSFEROR/VENDOR shall sell, transfer and assign to the TRANSFEREE/PURCHASER and TRANSFEREE/PURCHASER shall purchase and acquire from the TRANSFEROR/VENDOR all the beneficial rights, title, interests and ownership of the TRANSFEROR/VENDOR in and upon The Said Flat "As Is Where Is" **basis** together with the fixtures, fittings and electrical installations therein belonging to the said Flat.

(2) In pursuance of this Agreement, the TRANSFEREES/PURCHASERS has agreed to pay the TRANSFEROR/VENDOR the total lump sum consideration of **Rs. 1,13,00,001/- (Rupees One Crore Thirteen Lacs One Only) including TDS** as follows:

- a) **Rs. 10,00,001/- (Rupees Ten Lacs One Only)** TRANSFEREE/PURCHASER has paid to the TRANSFEROR/VENDOR as a part payment amount by way of CHEQUE/NEFT/RTGS/DD on or before execution of this agreement for sale. (Receipt for the same is attached herewith.)
- b) Sum of **Rs. 1,13,000/- (Rupees One Lacs Thirteen Thousand Only)** will be deducted by the TRANSFEREES/PURCHASERS as TDS under Section 194-IA of Income Tax @ 1% on the total sale consideration, as per the

finance bill passed by the Ministry of Finance, 2013. The TRANSFEREES/PURCHASERS will pay the said amount to the INCOME TAX DEPARTMENT and furnish an evidence of the same to the TRANSFERORS/VENDORS on or before the execution and registration of agreement for sale and the said amount of **Rs. 1,13,000/- (Rupees One Lacs Thirteen Thousand Only)** is part of the sale consideration

c) Balance sum of **Rs. 1,01,87,000/- (Rupees One Crore One Lacs Eighty Seven Thousand Only)** shall be paid by the TRANSFEREE/PURCHASER to the TRANSFEROR/VENDOR directly through Housing Finance Institute/ Bank or from **her** own account or source within **90 (Ninety)** days from the date of execution and registration of this agreement for sale subject to TRANSFEROR/VENDOR agrees and undertakes that **she** will obtain & furnish N.O.C. to enable TRANSFEREES/PURCHASERS for **transfer** the aforesaid shares & Flat from the Society and other requisite & relevant documents, papers & forms as may be required by the Housing Financial Institution/Bank to grant the Housing Loan in favor of TRANSFEREE/PURCHASER.

3) Forthwith upon the receipt of the balance payment as per clause No. 2 sub clause (b & c) within the stipulated time (time limit is essence of this contract) the TRANSFEROR/VENDOR shall hand over all the available original documents and receipt in possession and physical possession of The Said Flat to the TRANSFEREE/PURCHASER and also the TRANSFEROR/VENDOR shall execute the Sale Deed with confirmation and other requisite letters and undertaking etc. as may be reasonably required for the sale and transfer herein contemplated to the TRANSFEREE/PURCHASER without any claim and further demand of whatsoever nature against the sale and transfer of the aforesaid Flat at the time of execution of Sale Deed.

4) The TRANSFEROR/VENDOR hereby declares that:

a) **She has** not entered into any agreement with any other person in respect of The Said Flat.

b) **She has** not mortgaged, alienated or made a charge with the above said Flat with any person/persons or with any Bank, Financial Institutions or Company the same is free from all the encumbrances **except mortgaged with Navi Mumbai Co-op Bank Ltd., Nerul Branch.**

c) **She has** declared that except **her** no other person or persons have any right, title and interests in the above said flat.

5) The TRANSFEREE/PURCHASER agrees and undertakes to pay the balance consideration amount within **90 (Ninety)** days from date of execution and registration of agreement for sale. It is agreed between the parties that if TRANSFEREE/PURCHASER fails to make payment of balance consideration amount within the aforesaid time limit, the TRANSFEROR/VENDOR shall have, without prejudice to any other right or remedy in law including sub clause 5(a) below to terminate this agreement of sale.

5(a) If TRANSFEREE/PURCHASER are unable to make payment of balance consideration amount within aforesaid time limit, TRANSFEREE/PURCHASER may request, (before the expiry of above time limit) to TRANSFEROR/VENDOR for extension of time with unconditionally agreeing to pay delay payment charges by way of interest on the balance amount @ 18% per annum for the delayed period to the TRANSFEROR/VENDOR in addition to the balance consideration amount. Upon receipt of such request, TRANSFEROR/VENDOR may at its discretion extend the time limit with delayed payment charges, as above and on payment of the same the TRANSFEROR/VENDOR shall execute the sale deed and hand over the possession of the said Flat in favor of TRANSFEREE/PURCHASER after full and final payment of the total consideration. Maximum time limit extension of 30 days may be considered, if agreed and beyond that TRANSFEROR/VENDOR shall exercise **her** right to terminate this agreement of sale and if in case the TRANSFEREE/PURCHASER fail to make the balance consideration within the grace period in such event this agreement will be terminated by the TRANSFEROR/VENDOR and the amount paid will be returned to the TRANSFEREES/PURCHASER after deduction of amount of Rs. 51,000/- (Rupees Fifty One Thousand Only), it is further agreed that all other charges/costs such as stamp duty, registration, and incidental expenses will be entirely borne by the TRANSFEREE/PURCHASER and that even in case of termination of this agreement the TRANSFEROR/VENDOR will not be liable to pay any of these charges. Parties agree that the method specified above is genuine pre-estimate of the loss/damage which will be suffered by TRANSFEROR/VENDOR on account of delay on part of TRANSFEREE/PURCHASER and no proof of actual loss or damage caused by such delay is required.

5 (b) It is however, clarified that in case the TRANSFEROR/VENDOR fails to perform their part of the agreement **she** will return the amount received by **her** from the TRANSFEREE/PURCHASER under the agreement upon the TRANSFEREES/PURCHASERS returning all the documents pertaining to the

Said Flat or If any dues arises and found unpaid related to flat as mentioned in this agreement for the period before date of agreement for sale then TRANSFEROR/VENDOR has to bear the same in case of no solution with mutual consent within 15 days then purchaser possess all rights to cancel the agreement at any point and TRANSFEROR/VENDOR to pay back all charges including Stamp Duty/ Registration Charges/ Legal Fees/ Token Amount/ Registration Amount/ Brokerage Charges/ Society Noc charges and TRANSFEREE/PURCHASER can ask for legal compensation as well of Rs. 51,000/- (Rupees Fifty One Thousand Only) with 18% interest on total dues since from pendency with interest as mentioned above.

6) TRANSFEREE/PURCHASER will has the right to apply for membership of the Society after the final Sale Deed is executed and registered and will have the rights to The Shares issued by the Society as detailed above.

7) Forthwith upon receipt of payment of the aforesaid entire consideration and execution and registration of final Sale Deed, the TRANSFEROR/VENDOR shall also be deemed to had relinquished all his/their rights, title, interests etc. in respect of the membership & The Shares of the Society and The Said Flat in favor of the TRANSFEREE/PURCHASER and the TRANSFEREE/PURCHASER shall ipso-facto become entitled to legally occupy and possess the Said Flat and all rights, title, interests, claim, benefits and ownership will lawfully transfer in favor of the said TRANSFEREE/PURCHASER.

8) The TRANSFEROR/VENDOR do hereby make covenant with the TRANSFEREE/PURCHASER that **she is** the absolute owner of The Said Flat and of the beneficial interest in and upon The Said Flat and hereby agrees to transfer and sell the same and no other person or persons has or have any rights, title, interests, ownership and claims or demands of any nature whatsoever in or upon The Said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses, easement or howsoever and **she has** all the rights, full power and absolute authority to sell and transfer the same to the TRANSFEREE/PURCHASER.

9) The TRANSFEROR/VENDOR hereby make covenant with the TRANSFEREE/PURCHASER that **she has** not created any charge or encumbrance on The Said Flat and neither is the same the subject matter for any litigation or stay order nor is the same the subject matter of any attachment whatsoever whether before or after judgment or any prohibitory

order and **she has** not created any adverse right whatsoever in favor of or in respect of the same.

10) The TRANSFEROR/VENDOR undertake and binds themselves to bring the No Objection Certificate from the Society to complete the sale and transfer of The Said Flat before registration of the final Sale Deed required by the financial institution/Bank of TRANSFEREE/PURCHASER and possession of The Said Flat will be handed over immediately to the TRANSFEREE/PURCHASER on receiving the full & final payment and execution and registration of final Sale Deed.

11) The TRANSFEROR/VENDOR further undertakes to assist the TRANSFEREE/PURCHASER to fulfil all such statutory obligations and legal liabilities as are required under The Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, The Transfer of Property Act, 1882, The Maharashtra Co. Op. Societies Act, 1960, Income Tax Act, 1961 and or any other Act (including any statutory modification, amendment or re-enactment thereof for the time being in force) which pertains to the Sale and Transfer of The Said Flat at the cost of TRANSFEREE/PURCHASER at the time of Transfer.

12) The TRANSFEROR/VENDOR agrees and undertakes that **she has** marketable title to the said premises and that **she has** all the rights, title and interest therein as absolute owner thereof and that the TRANSFEROR/VENDOR have full and absolute rights thereof and that the TRANSFEROR/VENDOR have full and absolute power to transfer and deliver possession of the said premises to the TRANSFEREE/PURCHASER thereof and the TRANSFEROR/VENDOR further undertakes that the said premises is free from any encumbrances **except mortgaged with Navi Mumbai Co-op Bank Ltd., Nerul Branch**. And that the same is not sold or agreed to be sold, mortgaged or encumbered upon in any way by **her** to any third party **except mortgaged with Navi Mumbai Co-op Bank Ltd., Nerul Branch**.

13) On demand of the TRANSFEREE/PURCHASER, the TRANSFEROR/VENDOR has furnished to the TRANSFEREE/PURCHASER a copy of certificate of title issued by the Builders' Advocate, copy of their Agreement to Sale, or any other relevant revenue record showing the nature of the title to the said land and of the Developers/Builders/Promoter, on which the said premises has been constructed and the copies of the plan and specifications of the premises approved by the concerned local authority, which is to the satisfaction of the TRANSFEREE/PURCHASER and the

TRANSFeree/PURCHASER shall not be entitled to investigate the title of the license, and no requisitions or objection shall be raised on these matters and the TRANSFeree/PURCHASER acknowledges receipt of the said documents.

14) The TRANSFEROR/VENDOR agrees and undertakes that she has paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFEROR/VENDOR have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.

15) The TRANSFEROR/VENDOR agrees and undertakes that she has paid all the necessary charges any charges such as utility bills, taxes, maintenance charges or any other levy charged or sought to be recovered by the municipality/corporation/government, society or any other public authority in respect of the said premises up to the date of execution and registration of sale deed and the TRANSFEROR/VENDOR has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.

16) The TRANSFEROR/VENDOR agrees and undertakes that she has in exclusive use, occupation and possession of the said premises and every part thereof and except the TRANSFEROR/VENDOR no other person or persons are in use, occupation and enjoyment of the premises or any part thereof and except the TRANSFEROR/VENDOR no other person or persons are in use, occupation and enjoyment of the premises or any part thereof.

17) The TRANSFEROR/VENDOR agrees and undertakes that she has not been restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, or under any other statute from disposing off the said premises.

18) The TRANSFEROR/VENDOR agrees and undertakes that all original documents of the said premises in possession shall be handed over by the TRANSFEROR/VENDOR to the TRANSFeree/PURCHASER after receiving full & final consideration amount from TRANSFeree/PURCHASER.

19) The TRANSFEROR/VENDOR agrees and undertakes the she shall sign, affirm, execute or after receiving full and final balance consideration amount from TRANSFeree/PURCHASER, Affidavit, No Objection, Application, Form, Memo or Letter required for enabling the TRANSFeree/PURCHASER to get the said premises transferred in the name or the TRANSFeree/PURCHASER in respect of the said premises free from all/any claims before the final sale deed is executed.

20) The TRANSFEROR/VENDOR agrees and undertakes that whatever rights, title and interests were accrued by them of the said premises as absolute owner thereof, shall be accrued to and is available to the TRANSFEREE/PURCHASER as absolute Owners of the said premises from the date of payment of balance consideration & execution and registration of final sale deed.

21) The transfer fees of the Society towards the transfer of The Said Flat and The Shares in its record shall be paid by the TRANSFEREE/PURCHASER only.

22) After taking possession, the TRANSFEREE/PURCHASER for herself with intention to bring all persons into whosoever hands the said premises may come, hereby declares that:

a) To maintain the premises in good tenable repair condition from the date of possession of the premises is taken and shall not do or cause to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of building in which the premises is situated or storing of those goods which are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the TRANSFEREE/PURCHASER in this behalf, the TRANSFEREE/PURCHASER shall be liable for the consequences of such breach.

c) To carry at her own cost, all internal repairs to the said premises and maintain the premises in the same condition, state and order, if not better, in which it was delivered to the TRANSFEREE/PURCHASER at her own cost and shall not do or cause to be done anything in or to the building in which the premises is situated or the premises which may be against the rules and regulations and bye-laws of the concerned local authority and/or other public authority and/or CIDCO. And in the event of the TRANSFEREE/PURCHASER committing any act in contravention of the above provision, the

TRANSFEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or any other public authority and/or CIDCO.

d) Not to demolish or cause to be demolished the premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat thereof, nor any alternation in the elevation and outside color scheme of the building in which the premises is situated and shall keep the portion, sewers, drain pipes in the premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC parades or other structural members in the premises without the prior written permission of the society and/or other local authorities and/or CIDCO.

e) Not to permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the premises is situated any or part thereof whereby any increase of premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, garbage, or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the same land and the building in which the premises is situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of charge of user of the premises by the TRANSFEE/PURCHASER viz. use for any purposes other than for residential purpose.

h) The TRANSFEE/PURCHASER shall not let, sub-let, transfer, assign or part with the TRANSFEE/PURCHASER interest of benefit factor of this agreement or part with the possession of the premises until all the dues payable by the TRANSFEE/PURCHASER to the TRANSFEROR/VENDOR under this Agreement are fully paid and only if the TRANSFEE/PURCHASER has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the TRANSFEE/PURCHASER have executed and registered the final Sale Deed.

i) The TRANSFEE/PURCHASER shall observe and perform all the rules and regulations which the Society or local authority may adopt at its inception and the additions, alternations or amendments thereof that may be made from time

to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The TRANSFEREE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society or local authority regarding the Occupation and use of the premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

j) The TRANSFEREE/PURCHASER shall use the said premises as residence only, and in case of car parking/garage space, for parking of motor vehicle only and in case of any other purpose as may be authorized by the Society in writing and as may be permissible by law and or/CIDCO or any other concerned authority in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said building and/or the owners and occupiers of the neighbouring properties and shall not be used for any illegal or immoral purposes. The TRANSFEREE/PURCHASER hereby will indemnify the TRANSFEROR/VENDOR against the costs and consequence of any action initiated by anyone including any authority in law against the misuse of the premises or rights under this agreement.

k) The TRANSFEREE/PURCHASER shall from the date of possession maintain the said premises at **her** cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which may be against the rules, regulations or bye-laws of the CIDCO or any other authority nor shall the TRANSFEREE/PURCHASER change, alter, or make addition in or to the said premises or building or any part thereof. The TRANSFEREE/PURCHASER shall be responsible for any breach of this provision.

l) The TRANSFEREE/PURCHASER and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such act, deeds and things as the society may require for safeguarding the interests of the society and of other occupiers in the building.

m) The TRANSFEREE/PURCHASER hereby agree that all the liabilities, responsibilities towards the society, local authorities, municipality/corporation/government, society or any other public authority in respect of the said premises, shall be the liability of the

TRANSFEE/PURCHASER after execution and registration of Sale deed. The TRANSFEROR/VENDOR hereby agrees and confirms that the Property Tax of the Corporation upto the date of Sale Deed will be paid by her only and she will indemnify the purchaser in future against the property tax levied by the Corporation.

23) According to the Maharashtra Stamp Act No. Mudrank-2021/UOR.12/CR-1071M-1 (Policy), the Government of Maharashtra in the public interest has decided to reduce the stamp duty by One per cent. As otherwise chargeable under clause (b) of Article 25 of Schedule-I appended to the Maharashtra Stamp Act (LX of 1958) (herein after referred to as "the said Act"), on the document or instrument of Conveyance or Agreement to sell any type of residential unit, executed or being executed between "the Woman/ Women Purchasers and any Seller or other executant of the said document or instrument".

24) The stamp duty and registration charges and other charges if any applicable at the time of registration of this Agreement, charges if any payable for the completion of the sale, and Sale Deed shall be borne and paid by the TRANSFEE/PURCHASER alone and the TRANSFEROR/VENDOR is not liable to pay the same.

(IV) FURTHER THIS DEED WITNESSTH AS FOLLOWS:

- 1) The TRANSFEE/PURCHASER shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises/flat save and except with the previous written permission of the Corporation, which permission shall not be refused if the TRANSFEROR/VENDOR & TRANSFEE/PURCHASER performs or is willing to perform the following conditions, that is to say:-
 - a) The TRANSFEE/PURCHASER pays to the Corporation, the necessary Transfer charges.
 - b) The instrument by which the TRANSFEE/PURCHASER shall subsequently transfer the said flat/premises, the TRANSFEE/PURCHASER binds the subsequent Transferee/Assignee/Releasee not to sell, assign, mortgage, underlet to or otherwise transfer wholly or partly the said flat/premises save and except upon observance and performance of the conditions of the Corporation.
- 2) The TRANSFEROR/VENDOR and/or the TRANSFEE/PURCHASER shall furnish to the Corporation a certified copy of duly registered Sale Deed

executed BETWEEN the TRANSFEROR/VENDOR and the TRANSFEREE/PURCHASER within prescribed time period.

3) The TRANSFEREE/PURCHASER and/or the TRANSFEROR/VENDOR shall be liable to pay such service charges as may be fixed by the Corporation & Government from time to time.

(V) FURTHER BOTH THE TRANSFEROR/VENDOR AND TRANSFEREE/PURCHASER HEREBY CERTIFY, CONFIRM AND DECLARE THAT:

1) Both the TRANSFEROR/VENDOR and the TRANSFEREE/PURCHASER hereby certify, confirm and declare that before signing this Agreement for sale, they have understood the contents of this Agreement for sale in a comprehensible language and that this Agreement for sale has been read out & explained to them in their common lexicon and that they have wilfully and knowingly agreed with all the content of this Agreement for sale.

2) And further the terms and conditions laid out in this Agreement for sale are binding on them and also on their heirs, successors, administrators and assignees by default.

3) All notices to be served on the TRANSFERORS/VENDORS and the TRANSFEREE/PUCHASER as observed by this Agreement and shall be deemed to have been duly served and sent to the TRANSFEREE/PUCHASER and the TRANSFEROR/VENDOR by Registered Post A.D at their respective addresses and shall be notified through Email IDs as specified below:

TRANSFEROR/VENDOR:

MRS. POOJA PRAVIN GAWADE

Address at Flat No. 1:2, A-2, Shree Ganesh CHS, Near Terna Engg College, Sector 28, Nerul 400706.

Notified Email ID - _____

Contact No.- 97026 10710

TRANSFEREE/PUCHASER

MRS. KANCHAN SUBHASH GHUGE

Address at Flat No. 301, Ugale Building, Rambaug Main Road, Opp. Mamta Medical, Kalyan West, Thane 421301.

Notified Email ID - kanchanghuge151@gmail.com

Contact No. - 8828228844

The onus will be on the TRANSFEREE/PURCHASER and the TRANSFEROR/VENDOR to inform each other of any change in the above address subsequent to the execution of this Agreement by Registered Post,

failing which, all communications and letters posted at the above address shall be deemed to have been received by the TRANSFEROR/VENDOR or the TRANSFEREE/PURCHASER, as the case may be.

(VI) MISCELLANEOUS:

- 1) The pronouns used herein shall include, where appropriate, either gender or both, either a natural person or artificial entity or both, in singular and plural, as the case may be.
- 2) The Parties hereby agree that this Deed shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Annexure I

List of Original documents to be handed over by the TRANSFERORS/VENDORS to the TRANSFEREES/PURCHASERS:-

Sr. No.	Documents	Date	Registration No.
1.	Agreement for sale	20 th December 1995	TNN-3-4393-1995 dated 20 th December, 2012
2.	Agreement for sale	10 th August 2007	TNN-6-4390-2007 dated 10 th August, 2007
3.	Deed of Assignment	23 rd July 2009	TNN-6-02549-2009 dated 23 rd July, 2009
4.	Share Certificate	29 th May 2009	No. 1336 to 1340

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane admeasurements 19320.25 Sq. Mtrs. or thereabouts bounded as under:

On or towards the North by : Terna College
On or towards the South by : Simran CHS LTD
On or towards the East by : Road
On or towards the West by : Open PLOT

THE SECOND SCHEDULE OF THE PROPERTY

All rights, title and ownership of the **Flat No. 1:2, admeasuring area of about 720.00 Sq. Ft. Built-up Area (66.91 Sq. Mtrs.), on the First Floor, in the Building No. A-2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane.**

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named **“TRANSFEROR/VENDOR”**

MRS. POOJA PRAVIN GAWADE

In the presence of.....

1. _____

2. _____

SIGNED, SEALED AND DELIVERED

By the within named **“TRANSFeree/PURCHASER”**

MRS. POOJA PRAVIN GAWADE

In the presence of.....

1. _____

2. _____

R E C E I P T

Received of and from the TRANSFEREE/PURCHASER **MRS. KANCHAN SUBHASH GHUGE** a sum of **Rs. 10,00,001/- (Rupees Ten Lacs One Only)** by way of CHEQUE/NEFT/RTGS being part payment towards the sale transfer of **Flat No. 1:2, admeasuring area of about 720.00 Sq. Ft. Built-up Area (66.91 Sq. Mtrs.), on the First Floor, in the Building No. A-2, in the Society Known as SHREE GANESH CO-OP HSG SOCIETY LTD., constructed on Plot No. 1, Sector No. 28, Nerul, Navi Mumbai, Tal. & Dist. Thane.** The payment made as under:

Sr. No	Date	CHEQUE/NE FT/RTGS	Bank, Branch	Amount
1.	05/09/2023	944424	State Bank of India	Rs. 10,00,001/-
			Total	Rs. 10,00,001/-

(*This Receipt is Subject to Realization of **Payment/Cheque**)

I/We Say Received

MRS. POOJA PRAVIN GAWADE

WITNESSES:

1. _____

2. _____



