

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at **Navi Mumbai**, on this ___ day of **December- 2023**, **BETWEEN MR. MOHAMMED AKHTAR RAFIQUE SHAIKH**, Age- 33 Years, PAN NO. **FMKPS4042F**, Indian Inhabitant, Residing at- 704, Lakhani Sky Ways, Plot No. 7, Sector-5, Ulwe, Navi Mumbai-410206, (Hereinafter referred to as the **“SELLER/TRANSFEROR”**) (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and deem to include his/her/their legal heirs, successors, executors, and administrators) of the **ONE PART**

AND

MR. MUSHAHIR AHMED, PAN NO. **BQJPA7434E**, through its POA Holder **MRS. RESHMA SHAHEEN**, Age-65 Years Indian Inhabitant, Residing at- C/O Dr. Farooq Shaikh, Flat No. 1203, Lakhani Sky Ways, Sector-5, Ulwe, Navi Mumbai-410206, (hereinafter referred to as the **“PURCHASER/TRANSFEEE”**) (which expression shall unless it be repugnant to the context or meaning thereof shall mean & deem to include his/her/their legal heirs, successors, executors and administrators) of the **OTHER PART.**

WHEREAS

The **City and Industrial Development Corporation of Maharashtra Ltd.**, is 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 - 400021. The Corporation has been declared as a New Town Development Authority under the provisions of sub-section 3(A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966, Maharashtra Act No. **XXXVIII of 1966** (hereinafter referred to as “**THE SAID ACT**”), for the new town of new Bombay. The area designated as site for New Town under Sub-Sec. (1) and 3 (A) of section 113 of the said Act.

AND WHEREAS

The State Government has acquired land within the delineated area of New Bombay and vested the same in the Corporation by an order duly made in the behalf as per the provision of Section 113 (3) (A) of the said Act.

AND WHEREAS

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.

AND WHEREAS

The **City & Industrial Development Corporation of Maharashtra Ltd;** had allotted on the **Plot bearing No. 07** admeasuring about **1349.78 Sq. Meters**, in the **Sector - 05**, at Village- **Ulwe, Navi Mumbai** (hereinafter referred to as “**THE SAID PLOT**”), Under its **12.5% Scheme (Gaothan Expansion Scheme)** in the name of Allottees/ Original Licensees **SHRI.**

RANJIT SHANKAR PATIL AND OTHERS (hereinafter referred as “**ORIGINAL ALLOTTEES**”) The Corporation had entered into **AGREEMENT TO LEASE** on Dated **22/08/2014**, and agreed to grant lease of the said plot on the payment of Lease premium as demanded by the CIDCO LTD., to Original Allottees/ Licensees of the said Plot, and the said Agreement to Lease its duly Registered at the sub-Registrar **Panvel-5, vide Document No. PVL-5-5829-2014, on dated-23/08/2014.**

AND WHEREAS

By a Development Agreement made on **31/10/2013** made between **all the Licensees of plot 07 i.e. (SHRI. RANJIT SHANKAR PATIL AND OTHERS)** and **M/S. LAKHANI BUILDERS PVT. LTD.**, through its Director **Shri. Sunder Vishan Lakhani**, therein referred to as the Developers, of the **other Part**, all the Licensees granted to the **M/S. LAKHANI BUILDERS PVT. LTD.**, the development Rights in respect of the plot of Land bearing No. **07**, Admeasuring **1349.78 Sq. Meters** in Sector-**05**, at- Village- Ulwe, Taluka- Panvel, Dist- Raigad, within the Limits of the **CIDCO/ Corporation** and the said Development Agreement its duly Registered at the sub Registrar **Panvel-2, vide Document No. PVL-2-7171-2013, on dated-31/10/2013.**

AND WHEREAS

By a **Tripartite Agreement** made on **31/10/2014** between the **City & Industrial Development Corporation of Maharashtra Ltd**, Commonly known as the **CIDCO/ Corporation**, THE FIRST PART & Original Allottees **SHRI. RANJIT SHANKAR PATIL AND OTHERS** THE SECOND PART and **M/S. LAKHANI BUILDERS PVT. LTD.**, through its Director **Shri. Sunder Vishan Lakhani and others**, THIRD PART, the said Original Allottees have assigned all their rights and interests in and upon the said plot to the party of the THIRD PART herein. The said **Tripartite Agreement** has been registered with the Sub Registrar Assurance at **Panvel-2, Vide Document**

No. PVL-2-7702-2014, on Dated-31/10/2014.

AND WHEREAS

The New Licensee/Developers had got prepared a plan of building to be constructed on the said piece & parcel of land through their Architect and submitted to the Corporation for its approval and sanction. Town planning Authority of Corporation had approved & sanctioned the same by way of granting Permission and issuing of **Commencement Certificate** bearing No. **CIDCO/BP-13203/TPO(NM&K)/2015/480**, Dated- **07/05/2015** for construction of a building on the said piece and parcel of land, subject to the conditions stated in the said certificate.

AND WHEREAS

The developer constructed building on the said plot known as “**LAKHANI’S SKY WAYS**” and obtained the **Occupancy Certificate**, Vide Letter No. **CIDCO/BP-13203/5696, DATED-16/10/2019.**

AND WHEREAS

The said plans are sanctioned by the CIDCO on certain terms conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Builders while developing the said Plot/Building.

AND WHEREAS

As per the Plans approved by the Corporation the Promoters/ Builders have constructed thereon Building known as “**LAKHANI’S SKY WAYS**” and the Promoters/Builders have the Sole and exclusive rights to dispose of the same on Ownership Basis, to the prospective Purchasers.

AND WHEREAS

The Completion Certificate and the Occupancy certificate have been granted by the Additional Town Planning Officer of the CIDCO.

AND WHEREAS

The members of the building have formed the Co. Operative Housing Society under the name and style of **M/s. LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, a society duly registered under the Maharashtra Cooperative Societies Act, 1960 under Registration No. **NBOM/CIDCO/HSG(TC)/9366/JTR/2022-2023**, on dated- **13/05/2022**, (hereinafter referred to as "**THE SAID SOCIETY**").

AND WHEREAS

The SELLER/TRANSFEROR are the original bona fide members of **M/s. LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, on the Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka-Panvel, Dist- Raigad.

AND WHEREAS

The SELLERS/TRANSFERORS do hereby covenant and declare that they are the registered members of the society and having been admitted by the society as the members.

AND WHEREAS

By First of **AGREEMENT FOR SALE** dated: **14th November, 2019**, and duly registered at the Sub Registrar Panvel-3, **Vide Document No. PVL-3-16602-2019, Dated- 14/11/2019** the Developers **M/S. LAKHANI BUILDERS PVT. LTD.**, had allotted/Sold the **Flat bearing No. 704**, on the **7th Floor**, admeasuring about **29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area)**, in the Building known as **LAKHANI'S SKY WAYS**, constructed **on the Plot No.07, in the Sector-05, at Ulwe, Navi Mumbai, Taluka :- Panvel, District: Raigad**, (herein

after referred to as the said Flat) to the Original Purchaser **Mr Sujeetkumar Jayprakash Gupta And Mr. Sachin Omprakash Gupta** and the Developer had handed over the possession of said Flat on completion of the construction of the same.

AND WHEREAS

By Second execution of **AGREEMENT** dated: **27th November, 2019**, and duly registered at the Sub Registrar Panvel-3, **Vide Document No. PVL-3-17181-2019, Dated- 27/11/2019** the Original Purchaser **MR. SUJEETKUMAR JAYPRAKASH GUPTA AND MR. SACHIN OMPRAKASH GUPTA**, had Sold the above said Flat to **MR. MOHAMMED AKHTAR RAFIQUE SHAIKH i.e. Seller/ Transferor.**

AND WHEREAS

By Third execution of **SALE DEED** dated: **5th December, 2019**, and duly registered at the Sub Registrar Panvel-3, **Vide Document No. PVL-3-17586-2019, Dated- 05/12/2019** the Original Purchaser **MR. SUJEETKUMAR JAYPRAKASH GUPTA AND MR. SACHIN OMPRAKASH GUPTA**, had Sold the above said Flat to **MR. MOHAMMED AKHTAR RAFIQUE SHAIKH i.e. Seller/ Transferor,**

AND WHEREAS

By execution of **DEED OF RECTIFICATION** dated: **11th April 2022**, and duly registered at the Sub Registrar Panvel-5, **Vide Document No. PVL-5-6221-2022, Dated – 11/04/2022** between the **MR. SUJEETKUMAR JAYPRAKASH GUPTA AND MR. SACHIN OMPRAKASH GUPTA and MR. MOHAMMED AKHTAR RAFIQUE SHAIKH**

AND WHEREAS

The agreed sale consideration towards purchase of said flat and other charges towards formation of society, share money, MSEB deposit, Water

connection deposit, Annual Service charges, legal charges & CIDCO transfer fees have been paid by the original Purchaser of said flat.

AND WHEREAS

The Seller/Transferor holding of the said Flat, the said **MR. MOHAMMED AKHTAR RAFIQUE SHAIKH** is/are enjoying membership rights of the **LAKHANI'S SKY WAYS Co-operative Housing Society Ltd;** the Society formed and registered under the Maharashtra Co-operative Societies Act, 1960 under **Registration No. NBOM/CIDCO/HSG(TC)/ 9366/JTR/ 2022-2023, dated 13/05/2022** (hereinafter for the sake of brevity referred to as "the said Society") covered by Ten fully paid up shares of Rs.50/- each of the said Society bearing **Distinctive Nos. 291 to 300** (both inclusive) incorporated in the **Share Certificate No. 30** (hereinafter for the sake of brevity referred to as "the **Said Shares**") of the said Society.

AND WHEREAS

The SELLER/TRANSFEROR herein are legally, lawfully, absolutely seized, possessed of and otherwise well and sufficiently entitled to the **Flat bearing No. 704**, on the **7th Floor**, admeasuring about **29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area)**, in the Building known as **LAKHANI'S SKY WAYS & the said society known as LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, constructed **on the Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka:- Panvel, District: Raigad**, "more particularly described in floor plan hereof, annexed hereto". For brevity sake the **Flat No. 704** is hereinafter referred to as "**THE SAID FLAT**".

AND WHEREAS

The SELLER/TRANSFEROR herein desire to sell, transfer all his/her/their rights, title, interest, claim and ownership in the said Flat in favour of any

prospective Purchasers against the payment of lump sum consideration amount of **Rs. 65,00,000/- (Rupees- Sixty-Five Lakhs Only)**.

AND WHEREAS

The Purchasers after taking the inspection of relevant papers and documents has approached to the SELLER/TRANSFEROR and shown his/her/their keen interest, desire in purchasing, acquiring the said Flat for which SELLER/TRANSFEROR have agreed to sale, transfer all his/her/their rights, title, interest & ownership in the said Flat against the payment of total agreed consideration of **Rs. 65,00,000/- (Rupees- Sixty-Five Lakhs Only)**.

AND WHEREAS

The Purchaser hereby confirms that they will use the said flat for Residential Purpose and also regularly pay to the said society their contribution towards property tax and maintenance charges etc. from the date of getting complete possession of the "SAID FLAT".

AND WHEREAS

The SELLER/TRANSFEROR have further represented that they will pay maintenance bill, property tax and any other pending dues to the said society up to the date of handing over complete possession of "THE SAID FLAT" to the purchasers and thereafter the purchaser shall pay the same.

AND WHEREAS

The seller has agreed to pay the Panvel Municipal Corporation Property tax before handing over the possession of the said Flat to the Purchaser.

AND WHEREAS

Pursuant to mutual negotiations between the parties and relying upon the aforesaid representation and declaration made by the SELLER/TRANSFEROR herein, the Purchasers have agreed to purchase, acquire the said Flat from the SELLER/TRANSFEROR herein along with all his/her/their right, title, interest, benefit & ownership upon the terms & conditions mentioned hereinafter.

AND WHEREAS

The parties hereto are desirous of recording and reducing into writing the terms and conditions of the agreement for transfer of rights, title and interest in the "SAID FLAT".

**THE SELLER/TRANSFEROR DO HEREBY COVENANT AS
FOLLOWS:**

- a. There are no suits, litigation's civil or any other proceedings pending as against the SELLER/TRANSFEROR personally affecting the said flat.
- b. There are no attachments or prohibitory order 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 lis-pendens or easements or attachments either before or after judgments. The SELLER/TRANSFEROR have not received any notice neither from the Government, Semi Government or Municipal Corporation regarding nor of the proceedings in respect of the said flat.
- c. The said flat is free from all mortgages, charges, and encumbrances of any nature whatsoever.
- d. The SELLER/TRANSFEROR have paid all the necessary charges of any nature whatsoever in respect of the said flat and the SELLER/TRANSFEROR 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/TRANSFEROR 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/TRANSFEROR nor any of his/her/their predecessor-in-title has 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 SELLERS/TRANSFERORS are in exclusive use, occupation and possession of the said flat and every part thereof and except the Seller no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.

h. The SELLER/TRANSFEROR 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.

i. The SELLER/TRANSFEROR is/are 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/TRANSFEROR have 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 Purchasers and the SELLER/TRANSFEROR 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/TRANSFEROR herein, the Purchasers have agreed to purchase the said Flat.

AND WHEREAS

The SELLER/TRANSFEROR have agreed to assign all the rights, benefits, titles and interests in and upon the said **Flat bearing No. 704**, on the **7th Floor**, admeasuring about **29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area)**, in the Building known as **LAKHANI'S SKY WAYS & the said society known as LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, constructed **on the Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka: - Panvel, District: Raigad**, to the Purchasers for a proper consideration.

AND WHEREAS

Both the parties have held several meetings and discussed the various terms and conditions and also have fixed the Sale price of the said Flat, being **Rs. 65,00,000/- (Rupees- Sixty-Five Lakhs Only)**.

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

1. The SELLER/TRANSFEROR have agreed to sell and the Purchaser have agreed to Purchase the said **Flat bearing No. 704**, on the **7th Floor**, admeasuring about **29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area)**, in the Building known as **LAKHANI'S SKY WAYS & the said society known as LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, constructed **on the Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka: - Panvel, District: Raigad**, together with the permanent heredity and absolute right of the use and occupation of

the said Flat and together with the benefits of the deposit for a lump sum of **Rs. 65,00,000/- (Rupees- Sixty-Five Lakhs Only)**.

2. In Consideration of the aforesaid representation made by the SELLER/TRANSFEROR, the Purchaser herein agreed to purchase the said flat for the said consideration of **Rs. 65,00,000/- (Rupees- Sixty-Five Lakhs Only)** As follows:-

- a) **A sum of RS.5,00,000/-** paid by Cheque No. 804535, Bank. State Bank of India, Branch. _____, on dated. 31/10/2023. As token money.
- b) **A sum of Rs.65,000/-** Shall be paid as TDS to the Govt. under the provisions of Section 194-IA of the Income Tax Act, 1961, on or before the Sale Deed.
- c) **And the balance amount of Rs. 59,35,000/- (Rupees- Fifty-Nine Lakhs Thirty Five Thousands Only)** Shall be paid within 45 working days from the date of execution of Property registration on raising loan from BANK OR ANY OTHER FINANCIAL INSTITUTIONS OR OWN CONTRIBUTION.

3. The SELLER/TRANSFEROR do hereby covenant with the Purchaser that the said flat agreed to be sold is free from the encumbrances and defects in title of any nature whatsoever and that the Seller has full and absolute power to transfer and deliver possession of the said Flat to the Purchaser.

4. The SELLER/TRANSFEROR when received the full and final consideration shall handing over the physical Possession of the flat to the Purchasers.

5. The SELLER/TRANSFEROR do hereby covenant with the Purchasers that they have cleared all dues and charges that were payable and nothing remains to be paid.

6. The Purchasers do hereby covenant that after the vacant and peaceful possession of the said flat handed over to the Purchasers by the SELLER/TRANSFEROR the Purchaser shall at all times thereafter pay of cause to be paid by the share of taxes, any payable.

7. The **NO OBJECTION CERTIFICATE** from the Society/Builder is to be obtained by the Seller/ Transferor.

8. The Seller hereby further covenant with the Purchasers that they shall, at all times whenever called upon by the Purchasers or his Advocate or Solicitor, do and execute, perform or cause to be performed and executed and done at the cost of the Purchasers, all such further acts, deeds, matters and things and writings whatsoever for further and more perfectly conveying the said flat unto and to the use of the Purchasers as shall or may be reasonably required.

9. The Sellers also agreed and undertake to indemnify the Purchasers from any kind of loss or claim arises or caused to be arise against any past litigation/ dispute/ claim, defect title and against all unpaid dues for all such period during which the Sellers or their predecessors held the said Flat.

10. Save and except as aforesaid all the terms and conditions of the Agreement made and entered into between the Original Purchaser and the Developers **M/S. LAKHANI BUILDERS PVT. LTD** shall be binding on the Purchaser as if all the same are scheduled of the flat were incorporated in this Agreement.

11. This Agreement shall always be subjected to the provision contained

in the Maharashtra Ownership Flat Act, 1963 and Maharashtra Ownership rule 1964 or any other provision of law applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Flat bearing No. 704, on the 7th Floor, admeasuring about 29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area), in the Building known as LAKHANI'S SKY WAYS & the said society known as LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD., constructed on the Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka: - Panvel, District: Raigad.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring **1349.78 Sq. Meters** or thereabout being **on the Plot No.07, in the Sector- 05**, of the layout of land situated lying and being at- **ULWE**, Tehsil: **Panvel**, Dist: **Raigad**, in the registration Sub-District: **Panvel**, and bounded as follows that is to say:

On the North by : **Plot No. 08**
On the South by : **Plot No. 06**
On the East by : **24.00 Mtrs Wide Road**
On the West by : **Plot No. 2 & 3**

IN WITNESS WHEREOF the Parties hereto have set their hands hereunto the day and year hereinabove mentioned.

SIGNED AND DELIVERED by the
Withinnamed **“Seller/Transferor”**

MR. MOHAMMED AKHTAR RAFIQUE SHAIKH

In the presence of

1. _____

2. _____

SIGNED AND DELIVERED by the
Withinnamed **“Purchaser/Transferee”**

MR. MUSHAHIR AHMED

through its POA Holder

MRS. RESHMA SHAHEEN

In the presence of

1. _____

2. _____

RECEIPT

Received of and from the withinnamed "**Purchaser/ Transferee**" **MR. MUSHAHIR AHMED** the sum of **RS. 5,00,000/- (Rupees- Five Lakhs Only)** being the **Part Payment** Settlement of the Sale Price of **Flat bearing No. 704**, on the **7th Floor**, admeasuring about **29.69 Sq. Mt (Carpet Area) + 4.25 Sq. Mt. (Balcony Area) + 3.48 Sq. Mt. (Cup Board Area) + 3.58 Sq. Mt (Flower Bed Area) + 3.78 Sq. Mt. (Terrace Area)**, in the Building known as **LAKHANI'S SKY WAYS & the said society known as LAKHANI'S SKY WAYS CO.OP.HSG. SOCIETY LTD.**, constructed on the **Plot No.07, in the Sector- 05, at Ulwe, Navi Mumbai, Taluka: - Panel, District: Raigad.**

I SAY RECEIVED

Rs.5,00,000/-

[MR. MOHAMMED AKHTAR RAFIQUE SHAIKH]

"Seller/Transferor"

WITNESSES

1. _____

2. _____