

## AGREEMENT FOR SALE

This AGREEMENT is made and entered into at Navi

Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

BETWEEN

MR. SASI CHANDRAN NADUVATH,  
Age-48 years, PAN No. ADMPN8109Q  
Aadhar Card No. 2362 2862 3123

An adult, Indian inhabitant, residing at  
AL-5/ 5/ 15, GARDEN VIEW APT, Sector- 16,  
Airoli, Navi Mumbai, 400 708, District-Thane  
hereinafter referred to as 'The VENDOR'

(Which expression shall unless it be repugnant to the  
context or meaning thereof, be deemed to include her  
legal heirs, executors and administrators)  
of the One Part AND

1) MR. VIVEK KUMAR SINGH.  
Age-40 years, PAN No. BPDPS2497N  
Aadhar Card No. 5253 8116 7748

2) MRS. PRITI KUMARI.  
Age-34 years, PAN No. BTUPK5370D  
Aadhar Card No. 3937 1898 4407

Both adult, Indian inhabitants, residing at  
Plot No. 778, VasantVihar Colony, Chira Chas,  
Bokaro, Jharkhand, 827 013  
hereinafter referred to as 'The PURCHASER'

(Which expression shall unless it be repugnant to the  
context or meaning thereof, be deemed to include their  
legal heirs, executors and administrators) of the Other  
Part.

AND WHEREAS:

1) By Deed of Apartment dated: 22<sup>nd</sup> October, 1997 made Between the CIDCO Ltd., of the One Part AND Mr. Herbert Amanna, of the Other Part; and the same has been Registered with the Sub. Registrar, Thane-3, vide Document Srl. No. TNN3-473-1997, dated 05/03/1997.

2) The Original Allottee Mr. Herbert Amanna had died on 02.01.2012 and on the basis of Heirship Certificate granted by Court of the Civil Judge J.D., Vashi, M.A. No. 595/2012, dated. 17.09.2012, CIDCO Ltd transfer the said Apartment on the name of Smt. Dorathy L. Amanna by its order No. CIDCO/AEO/AIROLI/2013/343, dated: 08.02.2013.

AND WHEREAS:

The said Smt. Dorathy L. Amanna sold out the said Apartment to Mr. Rammoorti A. Shukla & Mr. Ajay R. Shukla, and Registered Deed of Assignment/Conveyance Deed at office of Sub Registrar-9, vide Document Sr. No. TNN9-7669-2013 on dt. 01.11.2013.

Corporation vide its Letter (Final Order) Ref. No. CIDCO/EMS/AEO(AL)/2013/2475, dated: 14.11.2013, confirmed transfer of the said Apartment to the name of Mr. Rammoorti A. Shukla & Mr. Ajay R. Shukla.

AND WHEREAS:

The said Mr. Rammoorti A. Shukla & Mr. Ajay R. Shukla sold out the said Apartment to Mr. SasiChandranNaduvath, and Registered Deed of Assignment/Conveyance Deed at office of Sub Registrar-11, vide Document Sr. No. TNN11-4125-2019 on dt. 30.03.2019.

Corporation vide its Letter (Final Order) Ref. No. CIDCO/ESTATE-1/2019/8000019601, dated: 06.05.2019, confirmed transfer of the said Apartment to the name of Mr. SasiChandranNaduvath.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. The Vendor/Apartment Owner has agreed to sell, transfer and assign all her rights with benefits and deposits etc. in and upon the Apartment No. AL-5/ 5/ 15, Sector-16, Airoli, Navi Mumbai 400 708, District-Thane, to and in favour of the Purchasers for a consideration/ lumpsum price a sum of Rs. 75,50,000/- (Rupees Seventy Five Lakhs and Fifty Thousand Only) and the terms of payment agreed mutually Between the Parties are as follows :-

a) The Purchaser has already paid to the Vendor a sum of Rs. 7,55,000/- as PART PAYMENT

b) The Purchaser has agreed to pay to the Vendor the remaining balance sum of Rs. 67,95,000/- on raising the Loan from the Bank / Financial Institution and/or Other Source.

c) The Vendor shall provide the necessary title documents of the said apartment /property as may be required by the Purchasers Loan Availing Bank.

2. The Vendor shall handover the vacant, peaceful, physical possession of the said Apartment to the Purchaser immediately after receiving consideration the full and final payment of the sale price.

3. That the Vendor shall pay and clear electricity, water, property tax, association maintenance charges, lease rent and liabilities in respect of the said apartment till the date of handing over the physical possession.

4. The Purchaser agrees to become the Member of the Apartment Owner's Association constituted under the Apartment Owner's Act, 1970 or Co-operative

WHEREAS:

1. The City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at "Nirmal" 2<sup>nd</sup> Floor, Nariman Point, Mumbai-21(hereinafter referred to 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 under Sub.Section(1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966)( hereinafter referred to as 'The said Act') for the New Towns of Navi Mumbai.

2. The State Government in pursuant of Section 113A of the said Act, acquiring the lands and vesting such lands in the Corporation for development and disposal.

3. By Agreement made at Navi Mumbai on the dated: 27<sup>th</sup>September 1988 made Between the City and Industrial Development Corporation of Maharashtra Limited, (hereinafter referred to as 'The CIDCO') of the One Part AND The Original Allottee Mr. Herbert Amanna of the Other Part; the said Corporation has allotted and on receiving the premium/ payment handed over the physical possession of the following Apartment to the said Original Allottee

APARTMENT No: AL-5/ 5/ 15, Sector-16, NODE-AIROLI, Navi Mumbai-400 708, admeasuring 33.50 + 7.55 Addl FSISq.Mtrs. BUA

(hereinafter referred to as "The said Apartment")

(More particularly described in the Schedule hereunder)

relevant documents Also, the Vendor shall obtain the necessary sale/transfer permission from the Association / Society.

THE FIRST SCHEDULE

ALL that piece of land containing by admeasurement 3245.66 Sq. Mtrs. or thereabout being Plot No. 1 in Sector-16, of the layout of land bearing Gat No. 267pt to 268pt. and other lands situate, lying and being at Village-Chinchavli, AIROLI Node, Navi Mumbai-400 708, Tehsil-Thane, Registration Sub. District-Thane, District-Thane, and bounded as follows; that is to say:

On the North by :15.00 mtr wide Road  
 On the East by : 10.00 mtr wide Road  
 On the South by : 7.00 mtr wide Road  
 On the West by : AL-1 & AL-4 Type Apts

THE SECOND SCHEDULE

Apartment No. AL-5 / 5 / 15,  
 Garden View Apt Owners Association,  
 Admeasuring about 33.50 Sq. Mtrs. Plus 7.55Sq. Mtrs  
 Additional FSI Area (Total 41.05 Sq. Mtrs) on the Third Floor, on Plot No. 1 in Sector- 16, AIROLI Node, Navi Mumbai- 400 708, of Gat No. (As above) and other lands. (more particularly described in the First Schedule hereinabove written)

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and sealed the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the Within named 'The VENDOR'

MR. SASI CHANDRAN NADUVATH.

in the presence of .....

1.

2.

SIGNED, SEALED AND DELIVERED by the Within named 'The PURCHASERS'

1) MR. VIVEK KUMAR SINGH.

2) MRS. PRITI KUMARI.

In the presence of .....

1.

2.

RECEIPT

RECEIVED of and from the within named Purchasers

MR. VIVEK KUMAR SINGH & MRS. PRITI KUMARI.

the sum of Rs. 7,55,000/- as under:-

1) Rs. 7,55,000/- vide Chq No. 922505,  
dtd. 01.02.2024, drawn at State Bank of India,  
Chirachas, Bokaro.

Being the PART PAYMENT of Sale Price of in  
respect of Apartment No. AL-5 / 5 / 15, Sector- 16,  
AIROLI,  
Navi Mumbai- 400 708, District-Thane

I SAY RECEIVED

MR. SASI CHANDRAN NADUVATH.  
VENDOR

WITNESSES:

1.

2.

Housing Societies Act, and agrees to abide by the byelaws of the Association/Society adopt from time to time.

5. All costs, charges in connection with the formation, preparation approving, engrossing, stamping and the registration of the Deed of Assignment/Conveyance Deed/Sale Deed and any other legal documentation including legal charges shall be borne and paid by the Purchasers only.

6. The Purchasers agrees to pay all kinds of Transfer Charges payable to the Concerned Authorities in respect of the said Apartment to transfer the said Apartment to his name.

7. The Apartment Owner/Vendor do hereby covenants with the Purchasers that he shall remain present before the concerned Authorities to sign and execute the necessary documents, papers, affidavits, declarations, indemnity bonds as and when generally required by the Purchasers for perfectly transferring the said apartment in all aspects to the name of Purchasers.

8. The Apartment Owner/Vendor assures the Purchasers as under:

(i) That prior to this Agreement the Vendor has not entered into any Agreement for Sale/Transfer with else person(s) and he has not pledged or mortgaged the said apartment with anyone.

The Vendor assures that the said Apartment is free from encumbrances and has clear and marketable title.

(ii) That the Vendor shall indemnify and keep indemnified the Purchasers for lack of title or any claims, encumbrances in respect of the said apartment till the date of handing over possession.

9. The Vendor shall obtain the necessary sale/ transfer permission from the CIDCO Ltd. by signing/ executing the necessary CIDCO's Transfer Form and