

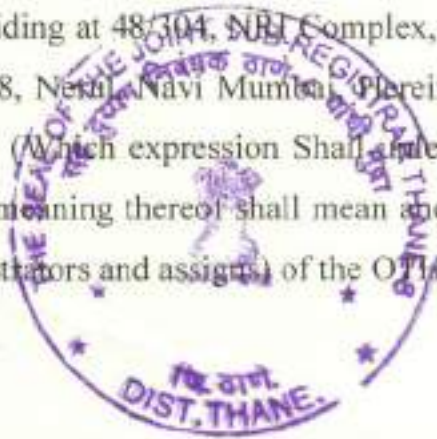
1,37,600/-

AGREEMENT FOR SALE

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THIS AGREEMENT is made and entered into at Navi Mumbai, on this 9<sup>th</sup> day of September 2010 BETWEEN **MR. HARBINDER PAL SINGH SAINI & MRS. JAGTAR KAUR SAINI** both adults, Indian Inhabitant, residing at Flat no. 601, 6<sup>th</sup> Floor, Sai Ganesh, Plot no. 396 & 417, Sector-6, Sarsole, Nerul, Navi Mumbai hereinafter referred to as "**THE TRANSFEROR**" (which expression shall unless and otherwise repugnant to the context or meaning thereof shall mean and include her/his heirs executors administrators and assigns) of the ONE PART AND **MR. HARJINDER SINGH SAINI & MRS. JASMER KAUR SAINI**, both adults, Indian Inhabitant residing at 48/304, NRI Complex, Seawood Estate, Phase-II, Sector-54, 56 & 58, Nerul, Navi Mumbai hereinafter referred to as "**THE TRANSFEREE**" (which expression shall unless and otherwise repugnant to the context or meaning thereof shall mean and include his/her/ their heirs executors administrators and assigns) of the OTHER PART

*[Signature]*  
 GURRACHAN S. CHAUATE  
 E-955



Purple And Maroon Co-operative  
 Bank Ltd. Vashi Branch, Vashi, Thane  
 Bldg. Plot No. 2, Vashi, Thane  
 D-ASTTNYC E-903298005-1529-33

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WHEREAS: - The City & Industrial Development Corporation of Maharashtra Ltd a Government Company within the meaning of the Companies Act, 1956 (hereinafter referred to as the "CORPORATION") having its office at Nirmal 3<sup>rd</sup> Floor, Nariman Point Mumbai- 21 is a New Town Development Authority Under the provision of Sub-Section (3-A) of the Section 113 of Maharashtra Regulation & Town Planning Act, 1966 (Maharashtra Act. No. XXXVIII of 1966) hereinafter referred to as the said Act.

AND WHEREAS: - 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: - The Corporation Leased to **Smt. Tulshai S. Takur & Others** (therein referred to as "THE ORIGINAL ALLOTEES") Vide Agreement to Lease Dated 13/07/2004 of Land being Plot no. 417, G.E.S., admeasuring about 446.40 Sq.mtrs, Sector -6, G.E.S., Village Sarsole, Nerul, Navi Mumbai and for the purpose Residential & Commercial use and has handed over the physical possession of the said Plot to the Lessee.

AND WHEREAS: By a Tripartite Agreement dated 13<sup>th</sup> August 2004 (and registered with the Sub-Register of Assurance, Thane-6 under sr. no. 6183 dated 18/08/2004) executed between the corporation, the first Original Allottees and M/s. Om Sai Developers the Corporation transferred leasehold rights of the First Original Allottees under the said Agreement to lease of 13<sup>th</sup> July 2004 in favour of the Promoters.



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AND WHEREAS: - The Corporation Leased to **Mr. Rama Maruti Bhagat & Others** (therein referred to as "THE ORIGINAL ALLOTEES") Vide Agreement to Lease Dated 01/06/2004 of Land being Plot no. 396, G.E.S., admeasuring about 499.87 Sq.mtrs, Sector -6, G.E.S., Village Sarsole, Nerul, Navi Mumbai and for the purpose Residential & Commercial use and has handed over the physical possession of the said Plot to the Lessee.

AND WHEREAS: By a Tripartite Agreement dated 25<sup>th</sup> October 2005 (and registered with the Sub-Registrar of Assurances, at Thane-6 under sr. no. 06613 dated 25/10/2005) executed between the Corporation, the Second Original Allottees and M/s. Om Sai Developers (hereinafter referred to as 'The Promoters'), The Corporation transferred Leasehold rights of the Second Original Allottees under the said Agreement to ~~Lease of 1<sup>st</sup> June 2004~~ in favour of the Promoters.

AND WHEREAS: By an Agreement to Assign cum Development dated 20<sup>th</sup> April 2004 the Promoter purchased assignment of leasehold rights of the said Plot no. 396 described in the Second Schedule hereunder written from the second Original Allottee for the consideration and on the terms and conditions therein contained.

AND WHEREAS: The Corporation issued the Commencement Certificate bearing no. NMMC/TPO/BP/CASE NO. A-2818/3982/04 dated 03/12/2004 for commencing the construction of Residential Cum Commercial Building on the said Plots of Land.

AND WHEREAS: - The Promoter have constructed a building known as "SAI GANESH" thereon consisting building as per the plans and specifications duly approved by the Town Planning Authority of CIDCO.

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AND WHEREAS: - After construction of the above said Plot the Promoter allotted Flat No. 601 on 6<sup>th</sup> Floor, Sai Ganesh Building, Plot no. 396 & 417, Sector-6, G.E.S., Village Sarsole, Nerul, Navi Mumbai admeasuring about 720 sq.ft. Built up area to MR. Baldev Singh Saini by an agreement registered with Sub-Registrar of Assurances at Thane-3, vide receipt no. 1231, dated 08/02/2006 by paying proper Stamp Duty and Registration Charges.

AND WHEREAS: - Mr. Baldev Singh Saini has been sold, transfer and assign his rights of Flat No. 601 on 6<sup>th</sup> Floor, Sai Ganesh Building, Plot no. 396 & 417, Sector-6, G.E.S., Village Sarsole, Nerul, Navi Mumbai admeasuring about 720 sq.ft. Built up area to MR. HARBINDER PAL SINGH SAINI & MRS. JAGTAR KAUR SAINI by an Agreement for Sale vide document no. TNN6-00039-2007 dated 30/01/2007 hereinafter referred to as the Transferor.

AND WHEREAS The Transferor was in possession of the said flat since they had purchased the same and on this present they has sold and handed over to the Transferee.

AND WHEREAS the Transferor has sold the said flat and whereas the Transferee has purchased the said flat and with the certain terms and conditions mentioned herein.

AND WHEREAS the Transferor and the Transferee are desirous of recording it writing the said terms and conditions and whereas the said Developers have No Objection in transferring the said flat along with the said shares from the name of the Transferor to in the name of the Transferee on fulfillment of certain terms and conditions.

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**AND WHEREAS: -**

The TRANSFEREE approached the Transferor and discussed the prospects of selling the said Flat and negotiated sale price, at **Rs. 31, 00,000/- (Rupees Thirty One Lac Only)** to which the Transferor has agreed.

**AND WHEREAS: -**

The TRANSFEREE on request inspected the relevant documents of the said Flat such as, the Agreement for Sale made between **Mr. Baldev Singh Saini and the Transferor**, the Possession letter, the payment receipt and also the said Flat in question, and finding the same to be in proper order and tenantable conditions, agreed to Purchase the said Flat for the said consideration.

BOTH THE PARTIES mutually discussed the terms and conditions governing this agreement and are now desirous of recording the same as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY **AGREED** BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. THE TRANSFEROR has agreed to sell, transfer and assign all possessory rights, titles and interests and shares in and upon **Flat No. 601 on 6<sup>th</sup> Floor, Sri Ganesh Building, Plot no. 396 & 417, Sector-6, G.E.S., Village Sarsole, Nerul, Navi Mumbai** admeasuring about **720 sq.ft. Built up area** (hereinafter to as the "Said Flat") under this Agreement for Sale, with all Benefits for the total consideration of **Rs. 31, 00,000/- (Rupees Thirty One Lac Only)**.

*Handwritten signature: HPP Saini*  
*Handwritten signature: Kain*

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The TRANSFEREE has to pay to the Transferor the part payment of Rs. 4, 65,000/- (Rupees Four Lac Sixty Five Thousand only) towards the part payment paid by following manner:

- a. Rs. 2, 32,500/- (Rupees Two Lac Thirty Two Thousand Five Hundred only) paid by Cheque no. 481337, dated 09/09/2010 drawn on State Bank of India Bank Veroli Branch.
- b. Rs. 2, 32,500/- (Rupees Two Lac Thirty Two Thousand Five Hundred only) paid by Cheque no. 617172, dated 09/09/2010 drawn on State Bank of India Bank Veroli Branch.

The TRANSFEREE shall pay to the Transferor the balance sum of Rs. 26,35,000/- (Rupees Twenty Six Lac Thirty Five Thousand Only/-) shall be paid within 45 days from the date of registration of this agreement on raising loan from any nationalized/Co-op Bank/Financial Institution.

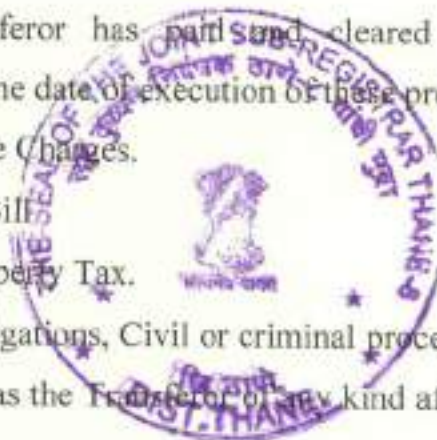
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2. The Transferor assures the TRANSFEREE as under after full & final payment

1. That the Transferor has paid and cleared the following outstanding dues till the date of execution of these presents

- a. Maintenance Charges.
- b. Electricity Bill
- c. NMMC Property Tax.

2. That no suits, litigations, Civil or criminal proceedings pending in any court or law as the Transferor of any kind affecting the sale of the said Flat.



*HP Singh*  
*Shaw*

*Shaw*  
*Rani*

3. That nothing in or around the said Flat has been done that would invite any notice from any statutory body or action from the Corporation.
4. That the Flat has paid and cleared all out goings and necessary charges of the said flat on the full & final payment.

3. This Agreement is done under the provisions of Maharashtra Apartment Act, 1970 & Maharashtra Ownership of Flat Act, 1963 and it is and hereto.

4. The Transferor on receiving full & final consideration shall deliver the actual and physical possession of the Flat to the TRANSFEREE. The TRANSFEREE shall not have any right, share, interest, claim to the said Flat unless the Transferor receives the full & final consideration.

5. The TRANSFEREE upon taking over the vacant, peaceful and physical possession of the said Flat from the Transferor, shall be liable to bear and pay all outgoings charges in a way of maintenance, taxes, अन्य अन्य other charges etc. the same, as mentioned earlier under Para-2. वैल / कम

6. The TRANSFEREE from the date of possession maintain the सुदृढ said Flat at the cost of the TRANSFEREE in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or Flat or the common areas and facilities which may be against the rules and regulations and/or by laws or the CIDCO/NMMC or the said developer in or to the building or any part thereof.

7. The TRANSFEREE is aware that all persons who have purchased Flat in the society shall automatically become members of the said Society constituted in pursuance of the Maharashtra Flat Owner's Association Act, and shall there by act according to the byelaws of the said Society.

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8. The Transferor has obtained transfer N.O.C. from **M/s. Om Sai Developers** required for the Transfer/sale of the said Flat for which the expenses has been borne by the Transferee and a copy of it is herein enclosed along with this Agreement.

The Transferor doth hereby covenants with the TRANSFEREE to sign and execute documents, papers, writings and assurances for perfectly vesting and assuring the said Flat, with all rights, title and interest of the Transferor to the TRANSFEREE, and for which no extra premium shall be charged.

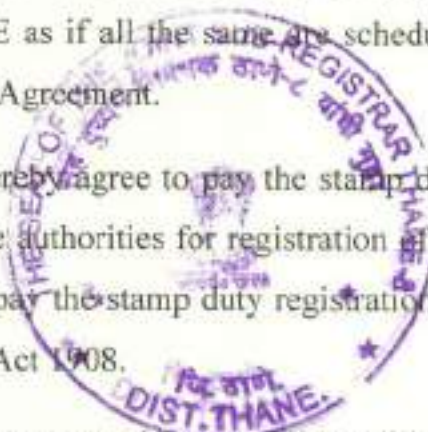
9. Subject to the provisions and terms and conditions of this agreement, the Transferor hereby agrees to transfer and sell all their rights, interests in and upon the said Flat to the TRANSFEREE in and upon the said Flat to the TRANSFEREE and the TRANSFEREE is entitled to hold, possess, occupy and enjoy the said Flat without any interruptions from the Transferor or any persons claiming through the Transferor thereof.

10. Save and except as aforesaid, all the terms and conditions of the Agreement made and entered into between the Transferor and the **MR. HARJINDER SINGH SAINI & MRS. JASMER KAUR SAINI** be binding on the TRANSFEREE as if all the same are scheduled or the said Flat, were incorporated in this Agreement.

11. The TRANSFEREE do hereby agree to pay the stamp duty registration charges payable to the revenue authorities for registration of the Agreement for Sale as it is mandatory to pay the stamp duty registration charges as per the provisions of the Bombay Act 1908.

12. All costs, charges and expenses in connection with the formation preparation, approving engrossing stamping and the registration of the Agreement for Sale of Flat and/or any other legal documents to be executed shall be borne and paid by the TRANSFEREE only.

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*H. P. Saini*  
[Signature]

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*A. Saini*



**FIRST SCHEDULE OF THE PROPERTY**

All that piece and parcel of land known as Plot No. 417, Sector-6, G.E.S. situated at Village Sarsole, Nerul, Navi Mumbai, contain by admeasurements 446.40 Sq.mtrs Or thereabout within the limits of Navi Mumbai Municipal Corporation, within the Registration of district-Thane, Navi Mumbai and bounded as follows: -

ON OR TOWARDS THE NORTH BY : 35.50 mtrs wide Road  
 ON OR TOWARDS THE SOUTH BY : 10.00 mtrs wide Road  
 ON OR TOWARDS THE EAST BY : Plot no. 418  
 ON OR TOWARDS THE WEST BY : Plot no. 396

**SECOND SCHEDULE OF THE PROPERTY**

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All that piece and parcel of land known as Plot No. 396, Sector-6, G.E.S. situated at Village Sarsole, Nerul, Navi Mumbai, contain by admeasurements 499.87 Sq.mtrs Or thereabout within the limits of Navi Mumbai Municipal Corporation, within the Registration of district-Thane, Navi Mumbai and bounded as follows: -

ON OR TOWARDS THE NORTH BY : 20 mtrs wide Road  
 ON OR TOWARDS THE SOUTH BY : 10 mtrs wide Road  
 ON OR TOWARDS THE EAST BY : Plot no. 417  
 ON OR TOWARDS THE WEST BY : Plot no. 386, 385, 384



*HP Jaini*  
*Shan*  
*Jaini*  
*Jaini*

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

SIGNED SEALED AND DELIVERED BY THE

Within named "THE TRANSFEROR"

MR. HARBINDER PAL SINGH SAINI

MRS. JAGTAR KAUR SAINI

In presence of

- 1. 
- 2. 

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SIGNED AND DELIVERED BY THE

Within named "THE TRANSFEREE"

MR. HARJINDER SINGH SAINI

MRS. JASMER KAUR SAINI

In the presence of

- 1. 
- 2. 



*Harjinder Saini*



RECEIPT

RECEIVED of and from the within named **MR. HARJINDER SINGH SAINI & MRS. JASMER KAUR SAINI** Sum of Rs. 4, 65,000/- (Rupees Four Lac Sixty Five Thousand only) being the Part payment paid in respect of Sale of Flat No. 601 on 6<sup>th</sup> Floor, Sai Ganesh Building, Plot no. 396 & 417, Sector-6, G.E.S., Village Sarsole, Nerul, Navi Mumbai.

We Say Received

Rs. 4, 65,000/-

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**MR. HARBINDER PAL SINGH SAINI**  
**MRS. JAGTAR KAUR SAINI**  
 (TRANSFEROR)

Witness

1.

*[Signature]*

2.

*[Signature]*

