

AGREEMENT FOR SALE

APARTMENT NO. SS-I/A-159, PLOT NO.A-2, SECTOR-02, AIROLI, NAVI MUMBAI – 400708.

BUILT UP AREA IN SQ. FEET : 268.35

BUILT UP AREA IN SQ.MTRS. : 24.94

SALE PRICE : RS. 68,00,000/-

**THIS AGREEMENT FOR SALE IS MADE AND ENTERED INTO
NAVI MUMBAI, ON THIS DAY OF 2024.**

BETWEEN

MS. POOJA LAVU SATAVASE (having Pan Card No. **FFNPS9739M**) AGE **29** YEARS, an adults, Indian Inhabitants, residing at, 107, Karthikey Darshan CHS, Star Colony, Ganesh Nagar, Manpada Road, Dombivli East – 421201, hereinafter for brevity's sake called and referred to as "**THE SELLER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, administrations and permitted assigns) of the ONE PART.

AND

MR. MADHAV NAGNATH SAWANT (having Pan Card No. **EULPS7134G**) AGE **32** YEARS, an adults, Indian Inhabitants, residing at, Room No.402, Sadguru Sadan Building, Sector -1, Airoli, Navi Mumbai - 400708, hereinafter for brevity's sake called and referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS :

1. The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION of Maharashtra Ltd., a company incorporated under the Company's Act 1956, and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021, (hereinafter called as the SAID CORPORATION) for the areas designed as a site for the New Town of Navi Mumbai by the government of Maharashtra in exercise of its power under subsection (1) and (3-A) of section 113 of the Maharashtra regional town Planning act of 1966 (Mah XXVII of 1966) hereinafter called and referred to as the said Act.

2. AND WHEREAS the State Government in Pursuance of section 113(1) of the said act acquired the land described therein and vested such lands in the said corporation for development and disposal.

3. The Corporation obtained possession of the said land and constructed thereon SS Type building each Ground Floors such as Apartments/Buildings being designated as Condominium-A, SS Type (hereinafter referred to as "The said Building") of which Corporation is the Owner.

4. The Corporation through allotment letter Dated 31/05/1985 and Possession receipt date 01/06/1985 has allotted SS-I Type to Mr. Nagnath Dhondiba Sawant.

5. By an Agreement to Deed of Apartment dated: 26/05/2015 hereinafter called the said Agreement made Between the Corporation of the One Part and Original Allottee Mr. Nagnath Dhondiba Sawant, therein referred to as 'The Apartment Owner' of the other part, the corporation agreed for allotment to the Original Allottee the Apartment No. SS-I/A-159, Plot No.A-2, Sector -2, Airoli, Navi Mumbai-400708, and District Thane (hereinafter referred to as 'The said Apartment' according Deed of Apartment was executed. In pursuance of the said Agreement for sale the Allottee has already paid the entire amount to the Corporation.

6. AND WHEREAS the **Original Allottee** Mr. Nagnath Dhondiba Sawant, has transferred the flat by an AGREEMENT OF GIFT DEED, dated **06TH February, 2016**, and the same has been REGISTERED with JOINT SUB REGISTRAR OF ASSURANCE THANE-9, vide DOCUMENT NO. **TNN-9-1960/2016** DATED **06/02/2016** Apartment No. SS-I/A-159, Plot No. A-2, Sector – 2, AIROLI, Navi Mumbai – 400708, admeasuring **24.94 SQ. MTRS.** AREA, in the Apartment No. SS-I/A-159, Plot No. A-2, Sector – 2, AIROLI, Navi Mumbai – 400708, (hereinafter referred to as the said "FLAT/BLOCK" to **MR. NARESH NAGNATH SAWANT. The Corporation has Transferred the same Property Via transfer Order No. CIDCO/EMS/AEO/(AL)/2016/9388.**

Accordingly **MR. NARESH NAGNATH SAWANT**, therein referred to as 'Apartment Owner', having address at Apartment No. SS-I/A-159, Plot No. A-2, Sector – 2, AIROLI, Navi Mumbai – 400708, admeasuring about **24.94** SQ. MTRS. or thereabouts in SECTOR-

02, AIROLI, Navi Mumbai-400708, Tal. & Dist. Thane is in desirous of selling the apartment.

MR. NARESH NAGNATH SAWANT sold out the said Apartment to **MS. POOJA LAVU SATAVASE** through Agreement for Sale registered via Sr.No.TNN9-9002-2023 and Sale Deed registered via Sr.No.TNN9-14579-2023 before the SRO. Accordingly **MS. POOJA LAVU SATAVASE**, therein referred to as 'Apartment Owner', having address at 107, Karthikey Darshan CHS, Star Colony, Ganesh Nagar, Manpada Road, Dombivli East – 421201.

The Corporation has Transferred the same Property Via Final Order for transfer Ref No. CIDCO/ESTATE-1/2023/8000216236.

MS. POOJA LAVU SATAVASE is now in absolute possession of the said Apartment. Presently the SELLER holds the rights, title and interest in the said APARTMENT.

AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Seller has agreed to sell transfer and assign "the Said Premises" and the said Shares to the Purchaser.
- 2) The Purchaser agree to purchase from the Seller and hereby he/she/they agrees/d to sell transfer and assign **Apartment No. SS-I/A-159**, Admeasuring about **24.94 Sq. Mtrs.** Area, PLOT NO. A-2, SECTOR-02, AIROLI, NAVI MUMBAI – 400708.

The Total consideration Price is **Rs. 68,00,000/- (SIXTY EIGHT LACS ONLY)** and schedule of payment will be paid as under:

- 3) **Rs. 10,00,000/- (RUPEES TEN LACS ONLY)** as Earnest Money on execution of the Agreement.
- 4) Balance Payment of Rs. 58,00,000/- (FIFTY EIGHT LACS ONLY) to be given by availing of loan facility from any Bank/Financial Institution or through self-source.

In case of cancellation by the purchaser token amount given will be forfeited.

AND WHEREAS The Transferor made the following representations and declarations to the Transferee:

7. The Seller 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 licence or any other rights of the like nature in the Said Premises” and has not dealt with or disposed off “the Said Premises” or any part thereof in any manner whatsoever.
- b. The Seller is in exclusive use, occupation and possession of the said premises and every part thereof and except the Transferor

no other person or persons are in use, occupation and enjoyment of "the Said Premises" or any part thereof.

c. The Seller has good and clear title free from encumbrances of any nature whatsoever of "the Said Premises" 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 Seller and/or against the said premises or any part thereof.

4. The Purchaser to be paid a sum of **Rs. 10,00,000/- (RUPEES TEN LACS ONLY)** as advance and part payment on or before the execution of this AGREEMENT FOR SALE AND The balance amount of **Rs. 58,00,000/-(RUPEES FIFTY EIGHT LACS ONLY)** to be paid on or before of Possession .

5. Further Maintenance charges, society charges, electricity charges etc. shall be paid by the Purchaser from the date of receiving the possession of the said premises. It is agreed that the price consideration settled hereinabove is fair and of reasonable market value. The Seller doth hereby assign and convey the said shares/said premises and the said deposits to the Transferee for the consideration as stated hereinabove. Upon receipt of the full consideration as referred to hereinabove the SELLER:

The Seller has agreed to hand over possession to the Purchaser on receiving the full and final payment.

AND THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

7. The Seller shall assign and transfer and the Purchaser shall acquire the share, right, title/interest of the Seller in the capital/property, hereinafter referred to as the said Shares and upon the **APARTMENT NO. No. SS-I/A-159**, admeasuring **24.94 SQ. MTRS.** area, on **APARTMENT NO.SS-I/A-159** situated at SECTOR-02, PLOT NO. A-2, AIROLI, NAVI MUMBAI – 400708, Dist. Thane, (hereinafter referred to as the said premises) for a consideration of **RS. 68,00,000/- (RUPEES SIXTY EIGHT LACS ONLY)** inclusive of all their rights of ownership, membership right, share amounts, deposits etc. payable / paid by them to the society, municipality, Govt. etc. till the date of full and final payment to the Transferees. The assignment of the said rights is incidental to the transfer of the relevant shares which the Seller are holding in respect thereof and as such the ownership rights of “the Said Premises” and the rights accrued to the Seller are incidental to the above referred shares which they are holding in the society.
2. The Seller shall put the Purchaser in absolute and exclusive possession of “the Said Premises” on receiving full and final payment.
3. That after making the full and final payment the Purchaser shall be entitled to transfer their names in the place of the Seller

and in fact the Transferor shall arrange and do all the needful in getting “the Said Premises” Seller in the names of the Purchaser in all the relevant records /documents of the above referred society and also co-operate to get the names of the Transferees endorsed on all the records, documents of the said society and also do all the needful for getting the ownership rights, title, interest and benefits etc. of “the Said Premises” duly Seller to the Purchaser.

4. Upon receiving the full and final payment and handing over the possession of the said premises to the Purchaser, the Seller shall have no right, title, interest, claim demand or charge of whatsoever nature on the payments and contributions made by the Transferor, their predecessor-in-title to the said society and on “the Said Premises”.

5. The Purchaser shall from the date of possession of the said premises, be entitled to have a hold on the occupation and use of “the Said Premises” as the same is fit for occupation and the Purchaser can hold the same for unto and to the use and benefit of themselves, their heirs, executors, successors forever without any claim, charge, interest, demand or lien of the Seller or any person on their behalf or who may claim through them in trust for them subject only to, on the part of the Transferees, to pay the taxes, assessments, charges, duties or calls made by the said society Municipal authority, Government or any local authority or corporation or co-operative Society in respect of “the Said Premises”.

6. That from the date of receiving the possession of the said premises, the Purchaser covenant with the Seller that they shall abide by all the rules and regulations and bye-laws of the said society and shall pay and discharge all calls and demands that the Municipal Corporation, the Co-operative Society and Government etc. may make in respect of “the Said Premises”.

7. The SELLER hereby covenant with the PURCHASER that SELLER shall from time to time and at all times herein after at request and cost of PURCHASER do and execute or caused to be done or execute all acts, deeds, matters, things, conveyance and assurance and rights whatsoever for the better and further more perfectly and absolutely getting the said premises and part thereof vested in the PURCHASER .

SCHEDULE OF LAND/FLAT

ALL That piece or parcel of land known as Apartment No. SS-I/A-159, Plot No. A-2, Sector – 2, Airoli, Navi Mumbai – 400708, containing by admeasurement **24.94 SQ. MTRS.** or thereabouts within the registration District and Sub-District of Thane and bounded as follows :-

That is to say:-

On or towards the North : 4.5, 300 Mtr. Wide Road

On or towards the South by : 4.5, Mtr. Wide Road

On or towards the East by : 4.5, Mtr. Wide Road

On or towards the West by : 4.5, Mtr. Wide Road

:: RECEIPT ::

RECEIVED of and from the within named **MS. MADHAV NAGNATH SAWANT** the sum of **Rs. 10,00,000/- (RUPEES TEN LACS ONLY)** being the part payment of the Sale price as hereinabove mentioned in respect of the Apartment No. SS-I/A-159, ADMEASURING **24.94 SQ. MTRS.** area situated Plot No. A-2, Sector – 2, Airoli, Navi Mumbai – 400708, TAL. & DIST. THANE.

DETAILS OF PAYMENT:

Sr. No.	Rupees	Cheque/DD No.	Dated	Drawn On
1	2,00,000/-	NEFT	18/08/2023	GP Parsik Bank
2	3,00,000/-	RTGS	21/08/2023	GP Parsik Bank
3	1,50,000/-	IMPS	26/09/2023	GP Parsik Bank
4	1,50,000/-	IMPS	27/09/2023	GP Parsik Bank
5	1,99,000/-	IMPS	30/09/2023	GP Parsik Bank
6	1,000/-	Cash	30/09/2023	Cash
TOTAL	RS.10,00,000/-			

I SAY RECEIVED

Rs. 10,00,000/-**MR. POOJA LAVU SATAVASE**

SELLER/S

PURCHASER/S

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written;

SIGNED, SEALED AND DELIVERED

BY THE WITHIN **NAMED SELLER**

MS. POOJA LAVU SATAVASE

In the presence of

1)

2)

SIGNED, SEALED AND DELIVERED

BY THE WITHIN **NAMED PURCHASER**

MR. MADHAV NAGNATH SAWANT

in the presence of

1)

2)