

AGREEMENT FOR SALE

(PART PAYMENT)

THIS AGREEMENT FOR SALE on Ownership basis made and entered into at PANVEL on this the ____ day of the month July in the Year 2024.

BETWEEN

MRS. SANJANA SANTOSH URANKAR, PAN No. ABSPU0674J, Age 49 Years, Indian Inhabitant, Residing at FLAT NO. M-A/6-22, SPAGHETTI CHS LTD, SECTOR-15, KHARGHAR, NAVI MUMBAI 410210, hereinafter called and referred to as 'THE TRANSFEROR / SELLER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART.

AND

MR. GANESH R KONDHALKAR, (PAN NO. BOHPK0768P), Age 32 Years Indians Inhabitants, Residing at ROOM NO. 1/1307, SHREE SAI SHIV CHS , SAI SUNDAR NAGAR, NEW PRABHADEVI ROAD, PRABHADEVI, MUMBAI 400025, hereinafter called and referred to as 'THE TRANSFEREE / PURCHASER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS The city and industrial development corporation of Maharashtra limited is a company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as "THE CIDCO/CORPORATION") The

and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its Owners for the area designated as site for a New Town under Sub - Section (1) of Section 113 of the Said Act:

AND WHEREAS The State Government in pursuant to Sec. 113-A of the said act acquired the described herein and vested such land in the said corporation for development such piece of land so acquired by the state government and subsequently vested the state government in the corporation for its development and disposal, on terms conditions, covenants and for a consideration as the corporation may deed from time to time.

AND WHEREAS The Corporation has constructed on one of such lands building of ground and upper three floors such building comprising of flats and being designated as A type building.

AND WHEREAS The corporation has decided that the said flat should be sold on what is known Ownership basis with the conditions those allottees of the flat in the said building shall promote and register the Co-op. society under Maharashtra Co. op society Act 1960 after making payment by them in full to the corporation of the respect sale prices of the flats agreed to be sold to them and all them and all other money payable by the under their respective agreements for sale with the corporation and that the corporation would there after grant such Co. op Hsg. Society a lease of land which the said building is constructed together with the said land and made particularly described in the schedule hereunder written for a period of sixty years, the nominal rent of one hundred rupees per year.

AND WHEREAS MR. DNYANDEO GANGARAM JUNGHARE has allotted A type Apartment No. A-19/3:14, admeasuring 27.09 Sq. Mtr. Built up in Gharkul Housing Scheme Kharghar in Sector-15 at Kharghar, Navi Mumbai vide Allotment Letter dated 24/01/2001.

AND WHEREAS the said MR. DNYANDEO GANGARAM JUNGHARE (Original Allottee) has made Agreement to Sale made between CIDCO and Original Allottee on dated 09th day of April 2002 and Registrar dated 19/07/2002

AND WHEREAS the MR. DNYANDEO GANGARAM JUNGHARE is fully seized and well possessed to hold the occupancy rights in respect of Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in Gharkul Housing Scheme Kharghar in Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad, hereinafter called as "THE SAID FLAT".

AND WHEREAS MAHALAXMI Co - Op. Housing Society Ltd., a Society duly registered under the provisions of the Maharashtra Co. operative Societies Act 1960 bearing Registered No. NBOM/CIDCO/HSG/(OH)/2790/JTR/YEAR-2008-2009, Dated 27/08/2008 by all PURCHASER of Flats owners under the provisions of Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

AND WHEREAS the Transferor is the Registered Member of the MAHALAXMI Co - Op. Housing Society Ltd., a society duly registered under the Maharashtra State Co - Operative Societies Act. 1960 bearing Registered No. NBOM/ CIDCO/ HSG/(OH)/2790/JTR/ YEAR-2008-2009 dated 27/08/2008, (hereinafter referred to as "The Said Society") the said Flat holding Five fully paid up shares 1121 to 1125 of Rs.50/- each Vide share Certificate No. 225 issued and having interest and title in the property of the said society, i.e. the said Flat.

AND WHEREAS Further MR. DNYANDEO GANGARAM JUNGHARE (Allottee) has sold, transferred and assigned all his rights, title and interest in respect of the said Flat in favour of MRS. SUCHITRA ARUN KAMATH & MR. ARUN MURLIDHARAN KAMATH vide an Deed of Assignment registered in the Office of Sub-Registrar of Assurances, Panvel under Document No. PVL3-8622-2013, dated 03/12/2013, AND CIDCO Transfer No. CIDCO/EMS/AEO(CBD)/2013/1471, issued by Asstt. Estate Officer, CIDCO OF MAHARASHTRA LTD., DATED 20/11/2013.

MR. DNYANDEO GANGARAM JUNGHARE (Allottee) has handed over the possession of the said flat to MRS. SUCHITRA ARUN KAMATH & MR. ARUN MURLIDHARAN KAMATH.

AND WHEREAS Further MRS. SUCHITRA ARUN KAMATH & MR. ARUN MURLIDHARAN KAMATH has sold, transferred and assigned all his rights, title and interest in respect of the said Flat in favour of MRS.

in the Office of Sub-Registrar of Assurances, Panvel under Document No. PVL5-2341-2018, dated 04/03/2018, AND CIDCO Transfer No. CIDCO/EMS/AEO(CBD)/2018/526, issued by Asstt. Estate Officer, CIDCO OF MAHARASHTRA LTD., DATED 16/03/2018.

AND WHEREAS after receiving the Full and Final payment both the parties have entered and registered Full and Final Deed of Assignment and has been registered with the Sub Registrar of Assurance at PANVEL, Vide Document No. PVL4-3597-2018, DATED 20/03/2018 and MRS. SUCHITRA ARUN KAMATH & MR. ARUN MURLIDHARAN KAMATH has handed over the possession of the said flat to MRS. SANJANA SANTOSH URANKAR.

AND WHEREAS now the transferor is desirous to sell out the said flat and the TRANSFEREE being in need of residential premises approached the Transferor with a request to assign and transfers all his rights, title and interest in and upon the said flat for proper consideration.

AND WHEREAS the TRANSFEROR has acceded to the request of the TRANSFEREE and agreed to transfer the rights, title, interest and all other occupancy rights and benefits in the said Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad, 410210 for proper consideration.

AND WHEREAS the TRANSFEREE have agreed to purchase and takeover from the TRANSFEROR, the rights, title, interest and all other occupancy rights and benefits in respect of the said Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad, 410210, for proper consideration.

AND WHEREAS relying upon the above facts as represented by the party of the Second part approached to the party of the First part and after discussion, the price of the said Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal.

FIVE LAKHS ONLY) lump sum which price is proper and legal according to the present market price (value) and position (situated) of the said Flat premises.

AND WHEREAS The Transferor and TRANSFEREE agreed to complete the transaction on the terms and conditions appearing herein below:-

NOW THEREFORE THIS DOCUMENT FOR SALE AND TRANSFER OF THE SAID FLAT PREMISES WITNESSETH AND IT IS HEREBY DECLARED AND BETWEEN THE PARTIES AS FOLLOWS:

1. Transferor agrees to sell and transfer and the TRANSFEREE agrees to purchase the right to occupy of the Transferor and all his right, title and interest in the above said flat more fully described in the Schedule hereunder written, for the lump sum price Rs.25,00,000/- (RUPEES TWENTY FIVE LAKHS ONLY) whereof have been paid by the TRANSFEREE to the Transferor as follows:

AMOUNT	DESCRIPTION
Rs.2,00,000/-	By Cheque No 232614, Dated 07/06/2023 drawn on Bank of Maharashtra, Mumbai Sayani Rd Branch.
Rs.25,000/-	By Cheque No 232615, Dated __/06/2023 drawn on Bank of Maharashtra, Mumbai Sayani Rd Branch.
Rs.75,000/-	By RTGS/NEFT No MAHBH24181194999, Dated 29/06/2023 drawn on Bank of Maharashtra, Mumbai Sayani Rd Branch.
Rs.22,00,000/-	After passing Loan from any financial Bank or any Financial Institution / Company or own contribution within 45 Days after registration of this Agreement.
Rs.25,00,000/-	Total Consideration.

2. The Transferor agrees and undertakes to get the said Flat premises transferred in the name of the TRANSFEREE in the records of the said all other concerned authorities.
3. The Transferor states that he has not sold or gifted the said Flat agreed to be sold nor has he entered into any such agreement.
4. The Transferor states that the said Flat agreed to be sold is in his possession in the right of Ownership, if any dispute regarding ownership thereof is raised by anybody the same shall be cleared by the Transferor at his own cost.
5. The Transferor states that there is no charge of maintenance or any other legal charges against the said Flat hereby agreed to be sold.
6. The Transferor agrees and undertakes to handover all original documents, vouchers, last paid up bills of outgoings, etc. as in respect of the Flat to the TRANSFEREE.
7. The TRANSFEREE shall pay and be liable to pay all CIDCO Taxes rates, water charges, service charges, case electricity bills, contribution towards outgoings in respect of common amenities and all other bills and outgoings recurring or otherwise, in respect of the said Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad, 410210, and as agreed to be paid after the possession of the Flat.
8. The Society MAHALAXMI Co - Op. Housing Society Ltd, has given its consent to the Vendor to transfer his right in the name of TRANSFEREE vide NOC dated _____.
9. The TRANSFEREE have seen the said Flat premises and agrees and confirm that the same have been transferred by the Transferor in the conditions as it is and he will not be liable to pay any amount whatsoever in respect of the repairs thereof, if any.
10. The Transferor has represented to the TRANSFEREE that:

- a. He is the absolute owner of the said Flat Premises and none else either amongst his family members or relatives or any other person has any interest of whatsoever nature therein.
 - b. He has not entered into any Agreement for Sale with any person whatsoever, nor has she encumbered the said Flat Premises in any manner whatsoever, nor has he created any charge on the said Flat Premises.
 - c. The said Flat premise is free from all encumbrances of nature whatsoever.
11. The Transferor agrees and undertakes to sign and / or execute and caused to be sign and executed any papers, writings or documents either for transfer of the Electricity Meter or effectual transfer of the said Flat Premises itself in the name of the TRANSFEREE, if required to do so hereafter, but at the cost of the TRANSFEREE.
 12. The Possession of said flat will be given to the TRANSFEREE on receipt of full Consideration / Payment / from the TRANSFEREE the Transferor will hand over vacant, Peaceful & Actual Physical Possession of said flat to the PURCHASER.
 13. This Agreement is made as provision of Maharashtra State Flats Ownership Act, 1963.
 14. The Stamp Duty, Registration Charges and all other expenses relating thereto are born and paid by the TRANSFEREE alone. It has been agreed by and between the parties where in that transfer fee payable to a society for such transfer shall be paid by the TRANSFEREE.

SCHEDULE OF THE PROPERTY

Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel,

IN WITNESS WHEREOF the Transferor and the TRANSFEREE have signed and executed this Agreement at Panvel on the day and date first herein above written.

SIGNED, SEALED & DELIVERED

By the withinnamed TRANSFEROR/SELLER

MRS. SANJANA SANTOSH URANKAR

In the presence of

1.

2.

SIGNED, SEALED & DELIVERED

By the withinnamed TRANSFEREE/PURCHASER

MR. GANESH R KONDHALKAR

In the presence of

1.

2.

RECEIPT

Received from the TRANSFEREE the sum of Rs.3,00,000/- (RUPEES THREE LAKHS ONLY) by RTGS/NEFT/CHEQUE being a Part Payment towards the Flat No. 14 on Third Floor, Building No. A-19 having a 27.09 Sq. Mtr. Built up Area in registered society known as MAHALAXMI Co - Op. Housing Society Ltd., Plot No. 18, Sector-15 at Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad, 410210, in the said Agreement.

I SAY RECEIVED

Rs.3,00,000/-

MRS. SANJANA SANTOSH URANKAR

(TRANSFEROR/SELLER)