

Residential Premises bearing Flat No. 1203, admeasuring an area of about 614.926 Sq. ft. Carpet + 48.00 Sq. ft. Flower Bed + 32.00 Sq. ft. Dry Balcony + 98.00 Sq. ft. Terrace on the 12th Floor of Society named 'ISHWAR AURA CO-OP. HSG. SOC. LTD.', standing on Plot No. A-13, located in Sector – 8, at Ulwe, Navi Mumbai - 410 206, Tal. Panvel & Dist. Raigad.

Stamp Duty & Regn . Ch. Paid : Rs. 4,50,000/-
Sale Consideration : Rs. 70,00,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai, on this _____ day of October, 2024.

B E T W E E N

MRS. LUBNA MUSHTAQ MAPKAR (PAN : BYTPM4957L), an adult, Indian Inhabitant, residing at Row House No. 61, Sector 16, Koparkhairane, Navi Mumbai – 400703, thereafter referred to as '**THE TRANSFERORS**' (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 **ONE PART**

AND

(1) MR. ADESH MARUTI KADAM (PAN : ATFPK1398H) & (2) MRS. SHRADDHA KISAN MAHADIK (PAN : BCYPM2411C), both adults, Indian Inhabitant, residing at Flat No. Pui, Raigad, Kolad, Maharashtra - 402304, thereafter called as '**THE TRANSFEREES**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrator and assign) of the **OTHER PART**

WHEREAS :

1. The City and Industrial Development Corporation of Maharashtra Ltd. is a Government Company within the meaning of the Companies Act 1956, (hereinafter referred to as 'The Corporation') having its registered office at 'The Nirmal, 2nd floor, Nariman Point, Mumbai-400 021.
2. The Corporation has been declared as a New Town Development Authority, under the provisions of Sub-Section (3-A) of Section 113 of the 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 by Government of Maharashtra in the exercise of its powers of the area designated as site for New Town under Sub-Section (I) of Section 113 of the said Act.
3. The State Government has acquired lands within the delineated area of New Bombay and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section 113 of the said Act.
4. The Corporation by an Agreement to Lease on dt. **02/02/2011**, the said Corporation allotted a **Plot No. A-13, admeasuring about 1749.36 Sq. mtrs. located in Ulwe G.E.S., in Sector - 8, at Ulwe, Navi Mumbai, Tal. Panvel & Dist. Raigad, to MR. PARSHURAM NARAYAN GHARAT,** (hereinafter collectively called & referred to as THE ORIGINAL LESSEE), which has been duly registered with the Sub-Registrar of Assurances, Panvel, vide document No. PVL-3-01296-2011 dt. 03/02/2011 and more particularly described in the Schedule thereunder written hereinafter referred to as THE SAID PLOT upon the performance and observance by the said Original

Lessee of the obligations and terms & conditions contained in the said Agreement to Lease and granted them permission or license to enter upon the said land for the purpose of erection of the said intended building or buildings.

5. The said Original Lessees, had sold & transferred all their leasehold rights, titles, interests, claims, benefits in respect of the said plot to and in favour of **M/S. KORE ENTERPRISES**, (hereinafter referred to as THE SAID NEW LICENSEE) by executing a Tripartite Agreement dt. 21/02/2011 which has been duly registered with the Sub-Registrar of Assurances, Panvel - 3, vide document No. PVL-3-01940-2011 dt. 21/02/2011 for the terms and conditions mentioned therein and the Corporation i.e. CIDCO Ltd. vide their Letter Ref. No. CIDCO/VASAHAT/SATYO/ULWE/469 dt. 24/02/2011 have transferred the said plot in the name of **M/S. KORE ENTERPRISES**.

6. The Builder cum Developers are entitled to 100% share in the total project & reserve rights to sell flats/shops to any prospective purchaser/s.

7. The Builder cum developers cum Promoter, thereafter, prepared plans of the intended building on the said plot and as per the guidelines of the Town Planning Officer and granted its permission to develop the said plot vide their **Commencement Certificate Ref. No. CIDCO/ATPO(BP)/2012/2177 dt. 14/02/2012** and accordingly the said Developer had commenced and completed construction of a Residential – cum - Commercial building named **ISHWAR AURA** and Upon successful completion of the Ground + 14 Upper floors of the Building, the said Developer had also obtained a valid **Occupancy Certificate from the Said Corporation, vide their Letter No. CIDCO/BP-8367/10240/TPO/(NM & K)/2016/1717 dt. 18/03/2016.**

8. By virtue of the said Agreement wherein the said Developer had the sole & exclusive right to alienate, sell and/or dispose of the flats and other units in the said building on ownership basis and to enter into agreement/s with the prospective Purchaser/s, of the said flats therein and receive the sale price in respect thereof and appropriate the same.

9. The Developers had given inspection of the documents to the title of the said plot and also other papers, letters and documents required under the provisions of The Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963, and the Rules framed there under and Purchaser has inspected the same.

10. Under Section-4 of The Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963, the Developers were required to execute a written agreement for the sale of the said flat to the Flat purchaser, bring in fact the presents and also to register the said agreement under the Registration Act.

11. During the construction of the said building over the said plot, the said Developer cum Promoter herein to sell / dispose off and receive the sale proceeds thereof, one **MRS. LUBNA MUSHTAQ MAPKAR**, (hereinafter referred to as THE ORIGINAL FLAT OWNER), Purchased, a residential premises bearing **Flat No. 1203, on the 12th floor of building named 'ISHWAR AURA', standing on Plot No. A-13, located in Sector – 8, at Ulwe, Navi Mumbai – 410 206, Tal. Panvel, Dist. Raigad, admeasuring 614.926 Sq. ft. Carpet + 48.00 Sq. ft. Flower Bed + 32.00 Sq. ft. Dry Balcony + 98.00 Sq. ft. Terrace**, (hereinafter referred to as the SAID PREMISES) for a proper consideration by executing an Agreement for sale which was registered with the Sub-Registrar of Assurances, PVL-2, Vide Document No. PVL-2-388-2013 dt. 15/01/2013.

12. All the occupants, alongwith the said Original Flat Owner, has formed and registered themselves in a Co-operative Housing Society under the name & style of '**M/S. ISHWAR AURA CO-OP. HSG. SOC. LTD.**', registered vide Regn. No. N.B.O.M./CIDCO/HSG(TC)/8818/JTR/2020-21 dt. 25/03/2021 duly registered under Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as THE SAID SOCIETY).

13. The Transferors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to hold the said premises along with their **10 (Ten) fully paid up shares in the said Society amounting to Rs. 50/- (Rupees Fifty only), each vide Share Certificate No. ____ and their serial numbers are distinctive from _____ to _____ (both inclusive)**, (hereinafter referred to as THE SAID SHARES), which is free from all encumbrances, as an owners thereof.

13. The Transferor herein, is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to hold the said premises which is free from all encumbrances, as an owners thereof. The said Society has not yet issued a Share Certificate to the Transferor and it is confirmed by the Transferor to the Transferee.

14. The Transferor now, is in absolutely seized and possessed of and/or otherwise well and sufficiently entitled to hold the said premises, as an owner whereof.

15. Now, due to some reasons, the said Transferor wish to sell/dispose off their said premises to the said Transferee for a total consideration of **Rs. 70,00,000/- (Rupees Seventy Lakhs Only)**.

16. The Transferor do hereby agree to sell and to the Transfer the premises and shares on Ownership basis under the provisions of the said act as thereinafter mentioned and upon the Transferee paying in full all the dues payable to the Transferor under these presents and complying with all the terms and conditions thereof.

17. The Transferee thereby agree to purchase and Transferor thereby agree to sell the said premises and the shares upon and subject to the terms and conditions of the Agreement to Lease of the land executed by the Corporation in favour of the Society as constituted under the provisions of the Maharashtra Co-operative Societies Act, 1960 as per the terms of lease entered with the Society.

18. The Transferee have approached the Transferor to purchase the said premises and said shares and both the parties thereto agreed to fix the price of the said premises and the shares at **Rs. 70,00,000/- (Rupees Seventy Lakhs Only)**.

19. As per mutual agreement and understanding the Transferor have agreed to transfer the said premises and said shares in the society to the Transferee upon the terms and conditions thereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The Transferor thereby agree to transfer assign and/or sell to the Transferee and the Transferee thereby agree to acquire and purchase form the Transferor the said premises bearing

Residential Premises bearing Flat No. 1203, on the 12th floor of building named 'ISHWAR AURA CO.OP. HSG. SOC. LTD', standing on Plot No. A-13, located in Sector – 8, at Ulwe, Navi Mumbai – 410 206, Tal. Panvel, Dist. Raigad, admeasuring 614.926 Sq. ft. Carpet + 48.00 Sq. ft. Flower Bed + 32.00 Sq. ft. Dry Balcony + 98.00 Sq. ft. Terrace, and all their rights, title and benefits there under together with deposits if any lying to the credit of the society in respect thereof for a total sale price of **Rs. 70,00,000/- (Rupees Seventy Lakhs Only), which shall be paid by the Transferee to the said Transferor, in the following manner :-**

- a) A sum of **Rs. 5,00,000/- (Rupees Five Lakhs only)**, paid through Cheque/s/NEFT/RTGS, being part amount of the sale price, on or before registration of these presents as mentioned in the mode of payment in the receipt at the end of this Agreement.
- b) Balance amount of sell price i.e. a sum of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)**, to be paid by the Transferee to the said Transferor, within 45 days from the date of registration of these presents, by raising housing loan from any financial institution or at the sole cost & responsibility of the Transferee.
- c) A sum of **Rs 70,000/- (Rupees Seventy Thousand Only)** shall be paid by way of 1% TDS as applicable on the sale price.

TIME IS AN ESSENCE OF THE CONTRACT.

2. The said Transferee hereby acknowledge of having received xerox copies of all the original documents of title of the said premises and the original documents shall be handover by the Transferor to the Transferees on or before disbursement of loan or payment of balance amount.

3. The possession of the said premises shall be handed over by the Transferor to the Transferee on receipt of full and final amount of consideration as mentioned hereinabove on the day of registration of Sale Deed with Sub-Registrar.

4. The Transferor immediately on receipt of full and final payment of consideration as stated above shall make an application to the said Society for accepting the Transferee as member of the society and transfer of the said shares directly in the name of the Transferee in the record of the said Society and for the said purpose the Transferor have agreed to make and executed and cause to be executed the necessary documents, applications, transfer forms, and other writings required for the purpose of the Transferee being accepted as member of the Society and for transferring to the name of the Transferee the said premises and shares and deposit amount if any, lying to the credit of the Transferor, as the owner of the said premises in the records of the society.

5. The Transferee shall bear and pay the stamp duty and registration charges in respect of this Agreement. The transfer premium to be payable to the Society in respect of the said premises, shall be paid and borne by the Transferor & Transferees equally.

6. The Transferor thereby declares:-

a. That they are the absolute owner of the said shares issued by the Society and also of all the rights and benefits in the premises and in the said shares.

b. That the said shares and premises are not subject to charge, encumbrances, liability, adverse claim and free from all encumbrances of any nature whatsoever.

c. That the title in respect of the said shares and premises, is good, clear and marketable and is not affected by way of lease, lien, charge, inheritance, sale, gift, trust, mortgage or otherwise howsoever, outstanding against the Transferor and/or against the said premises or any part thereof.

d. That the Transferor have full and absolute right and authority to sell and/or transfer the shares and premises and rights, title and benefits there under in favour of the Transferee after the possession of the said premises as aforesaid and the Transferor and any one of their behalf have not done any act, deed or omission whereby the Transferor may be prevented from transferring his right, in the premises.

e. That the Transferee shall and will at all times, thereafter peacefully and equitably occupy possess and enjoy the said shares and premises without any interruption claim and demand whatsoever from the Transferor or any other person or person lawfully or equitably claiming by from under or in trust for the Transferor.

f. That the Transferor have also agreed that they will at the request execute and cause to be done and executed all such acts, deeds, matters, things documents for more perfectly assuring unto the Transferee and the shares as may be required by the Transferee at her cost.

g. The Transferor thereby declare that all the municipal taxes and water charges, electricity charges, and other outgoing in respect of the said premises shall be borne and paid by the Transferor upon and for the month in which the Transferor hand over vacant and peaceful possession of the said premises to the Transferee and thereafter the same shall be borne and paid by the Transferee, The Transferor have also performed and observed all the rules and regulations and bye-laws of the society till date.

7. Neither the Transferor nor any of their predecessor in title have received any notice either from Corporation and/or from any other statutory body or authorities regarding the acquisition and /or requisition of the said premises, and the Transferor of their heirs, executors, administrators shall not claim any right, title and interest in the said premises and shares and benefits under the said Agreement.

8. The Transferor shall comply with all the legal and other formalities for effectively transferring the said premises and shares to the name of the Transferee.

9. The Transferor shall at all times thereafter at the request and cost of the Transferee execute any document as Transferee may require for perfectly assuring unto and to the Transferee all the rights, title and interest into and upon the said premises.

10. The Transferor shall deliver to the Transferee the original letter duly signed and addressed to the society for transferring to the name of Transferee in records of the society (i) the said premises (ii) shares and deposits, if any lying to the credit to the name of the Transferor in the records of the society, (iii) the transfer forms duly signed by the transferor as required by the society to transfer the shares and premise directly to the name of the transferee, (iv) all the original documents pertaining to the said premises and any other document necessary for transfer of the said premises and shares.

11. The transferor and his heirs thereby indemnify the Transferee keep indemnified the Transferee and their heirs, executors and administrators against any litigation/action/suit/either before or after these presents pending

before any Court of Law in respect of the said premises as may be initiated by any person/s claiming through under or in trust for the Transferor.

12. The Transferor hereby represents and warrants to the Purchaser that no amounts known by whatsoever name including proportionate dues of maintenance dues lease rent, lease renewal charges, transfer charges, dues, any taxes, penalties, etc. are payable in respect of the said premises and herewith assures, undertakes and covenants that in event if any such amounts become payable by effect of any present/future government resolutions or circulars then in that event the Transferor shall make the payment promptly and shall keep the Transferee indemnified for and against the same and serve to effectively transfer clear and marketable title of the said premises to the said Transferee at their own responsibility and liability and the Transferee are purchasing the said premises acceding to the above representations and warranties of the Transferor.

13. This Agreement shall always be subject to the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made there under.

LAND SCHEDULE

ALL THAT piece or parcel of land known as **Plot No. A-13, in Ulwe G.E.S., located Sector – 8, at Ulwe, Navi Mumbai, Tal. Panvel & Dist. Raigad, admeasuring total area of about 1749.36 Sq. mtrs.** or thereabout, which bounded as follows :-

That is to say :-

On or towards the North by : Plot No. A-14

On or towards the South by : Plot No. A-2, A-12

On or towards the East by : 24.00 Mtrs. Road

On or towards the West by : Plot No. A-1

SCHEDULE OF THE PREMISES

Residential premises, being Flat No. 1203, on the 12th floor of society named 'ISHWAR AURA CO.OP. HSG. SOC. LTD.', standing on Plot No. A-13, located in Sector – 8, at Ulwe, Navi Mumbai – 410 206, Tal. Panvel, Dist. Raigad, admeasuring 614.926 Sq. ft. Carpet + 48.00 Sq. ft. Flower Bed + 32.00 Sq. ft. Dry Balcony + 98.00 Sq. ft. Terrace.

: 13 :

IN WITNESS WHEREOF THE PARTIES HERTO HAVE
REUNITE SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS ON THE DAY AND THE YEAR FIRST
HEREINABOVE WRITING.

SIGNED SEALED & DELIVERED by
The withinnamed 'THE TRANSFEROR'
MRS. LUBNA MUSHTAQ MAPKAR

In the presence of

1.

2.

SIGNED SEALED & DELIVERED by
The withinnamed 'THE TRANSFEREES'

(1) MR. ADESH MARUTI KADAM

(2) MRS. SHRADDHA KISAN MAHADIK

In the presence of

1.

2.

: 14 :

R E C E I P T

RECEIVED of and from the Transferees, (1) **MR. ADESH MARUTI KADAM & (2) MRS. SHRADDHA KISAN MAHADIK**, a sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)**, being PART amount of sale price as mentioned below herewith in mode of payment, against sale of **Residential premises**, being **Flat No. 1203, on the 12th floor of society named 'ISHWAR AURA CO.OP. HSG. SOC. LTD.'**, standing on Plot No. **A-13**, located in Sector – 8, at **Ulwe, Navi Mumbai – 410 206, Tal. Panvel, Dist. Raigad, admeasuring 614.926 Sq. ft. Carpet + 48.00 Sq. ft. Flower Bed + 32.00 Sq. ft. Dry Balcony + 98.00 Sq. ft. Terrace.**

MODE OF PAYMENT

1. **Rs. 5,00,000/-** Paid by way of Cheque No. 090029.
dt. 30/06/2024 drawn Bank of
Maharashtra.

Rs. 5,00,000/- Part Amount

I SAY RECEIVED
Rs. 5,00,000/-

(MRS. LUBNA MUSHTAQ MAPKAR)
TRANSFERORS

WITNESSES :

1.

2.