

**AGREEMENT FOR SALE**

THIS AGREEMENT is made & entered into at Navi Mumbai, on this \_\_\_ day of **February, 2025**, BETWEEN 1. **SMT. SEETA RAJU GAIKWAD** aged about **44** yrs 2. **MR. SWAPNIL RAJU GAIKWAD** aged about **22** yrs 3. **MR. SUNIL RAJU GAIKWAD** aged about **19** yrs Adult Indian Inhabitant having address at **Room No.A-2/441, near Datta Mandir, Sector-20, Turbhe, Navi Mumbai - 400703**, hereinafter referred to as "**the Vendors**" [which expression shall unless it be repugnant to context or meaning thereof shall mean & include his/her/their heirs, executors, administrators and assigns] of the **One Part**;

A N D 1. **MR. RUSHTAM MUNAUVARALI RAEEN** aged about **25** yrs having (**PAN:-DRWPR2129P**) 2. **MR. ROSHAN BABU MUNOWAR ALI RAIN** aged about **35** yrs having (**PAN:-AMGPR3081CM**) 3. **MRS. RUBI BANO RAIN after married her name MRS. RUBI BANO ROSHAN BABU RAIN** aged about **28** yrs having (**PAN:-HKIPR8942B**) Adults Indian Inhabitant having address at **Room No.550, Ground Floor, near Turbhe Railway Station, Sector-20, Turbhe, Navi Mumbai - 400703**, hereinafter referred to as "**the Purchasers**" [which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns] of the **Other Part**.

WHEREAS 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 Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai - 400 021. 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 MRTTP Act" for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers 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 has acquired lands within the delineated area of Navi Mumbai 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.

AND WHEREAS by virtue of being the Development Authority the Corporation has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the state Government under the said Act.

WHEREAS By Hire-Purchase Agreement dated 30/06/1983, executed between the City & Industrial Development Corporation of Maharashtra Ltd., therein referred to as "**the Corporation**" of the One Part and **Mr. Bapmare Rajaram S.** therein referred to as "**the Apartment Owner**" of the Other Part, the said Corporation sold the Apartment No.A-2/441, on the Ground Floor, **admeasuring about 11.80.sq.mtrs.built-up area** or thereabouts, Sector No.20, at Turbhe, Navi Mumbai., and further deed of apartment registered with Registrar Thane-3, under serial No.TTN-3/03202/2005, dated 29/04/2005 on the terms and conditions and at or for a consideration as contained in the said Agreement.

WHEREAS: - By further Agreement for Sale dated 27/05/2005 made & entered into between the **Mr. Rajaram Sakharam Bapmare** therein referred to as "the seller" of the One Part: AND **Mr. Bhaskar Rupsingh Ade** therein referred to as "the Purchaser" of the Second Part and the said seller sold Apartment No.A-2/441, on the Ground Floor, **admeasuring about 11.80.sq.mtrs.built-up area** or thereabouts, Sector No.20, at Turbhe, Navi Mumbai and the same was registered with Registrar Thane-3, under serial No.TTN-3/3835/2005, dated 27/05/2005 on the terms & conditions contained therein. on the terms & conditions contained therein.

WHEREAS:- By further Deed of Apartment/Conveyance Deed dated 15/12/2005 made and entered into between the **Mr. Rajaram Sakharam Bapmare** therein referred to as "**the Seller**" of the One Part AND **Mr. Bhaskar Rupsingh Ade** therein referred to as "**the Purchaser**" of the Second Part and the said seller has sold Apartment No.A-2/441, on the Ground Floor, **admeasuring about 11.80.sq.mtrs. built-up area** or thereabouts, Sector No.20, at Turbhe, Navi Mumbai to **Mr. Bhaskar Rupsingh Ade** and the same was registered with Registrar Thane-3, under serial No.TTN-3/ 08979/2005, dated 15/12/2005 on the terms & conditions contained therein.

WHEREAS:- By further Deed of Apartment/Conveyance Deed dated 23/11/2009 made and entered into between the **Mr. Bhaskar Rupsingh Ade** therein referred to as "**the Seller**" of the One Part AND **Mr. Raju Chandrakant Gaikwad**, therein referred to as "**the Purchaser**" of the Second Part and the said seller has sold Apartment No.A-2/441, on the Ground Floor, **admeasuring about 11.80.sq.mtrs. built-up area** or thereabouts, Sector No.20, at Turbhe, Navi Mumbai to **Mr. Raju Chandrakant Gaikwad** and the same was registered with Registrar Thane-3, under serial No.TTN-3/08979/2005, dated 15/12/2005 on the terms & conditions contained therein.

WHEREAS By further **Mr. Raju Chandrakant Gaikwad**, died on 13/01/2014, and leaving behind his legal heirs, 1. **SMT. SEETA RAJU GAIKWAD** 2. **MR. SWAPNIL RAJU GAIKWAD** 3. **MR. SUNIL RAJU GAIKWAD** subsequently legal heirs 1. **SMT. SEETA RAJU GAIKWAD** 2. **MR. SWAPNIL RAJU GAIKWAD** 3. **MR. SUNIL RAJU GAIKWAD** applied in the Court of Civil Judge(S.D.) Vashi for "Heirship Certificate" and same was granted by IInd Jt. Civil Judge S.D. Vashi (CBD), on the basis of this Order the City & Industrial Development Corporation of Maharashtra Ltd has transferred the Apartment in favour of 1. **SMT. SEETA RAJU GAIKWAD** 2. **MR. SWAPNIL RAJU GAIKWAD** 3. **MR. SUNIL RAJU GAIKWAD** vide its letter CIDCO/ESTATE-1/2019/8000047285, dated 18/12/2019.

1. WHEREAS The Vendors are now fully seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment No.A-2/441, on the Ground Floor, Sector No.20, at Turbhe, Navi Mumbai.,Tal. & Dist. Thane.

2. The Purchasers have approached the Vendors to transfer and assign their rights title and interest & benefits in the said Apartment to the Purchaser herein for a Consideration of **Rs.41,00,000/-[Rupees Forty One Lakhs Only]** towards the full and final sale price and the Vendors has agreed to transfer their rights title and interest and benefits in the said Apartment to the Purchasers in consideration of **Rs.41,00,000/-[Rupees Forty One Lakhs Only]** being the full and final of sale price and on the terms & conditions hereinafter mentioned.

3. The Vendors agrees to deliver vacant and Peaceful Possession on receipt of full & final amount of Consideration.

**NOW THIS IS HEREBY AGREED BY AND BETWEEN THEPARTIES HERETO AS FOLLOWS:-**

1. The Vendors shall sell/transfer/assign his rights, title & interest in respect of the said Apartment No.A-2/441, on the Ground Floor, Sector No.20, at Turbhe, Navi Mumbai. Tal. & Dist. Thane, together with certain percentage specified in the declaration made by the Corporation under the Maharashtra Apartment Ownership Act, 1970,of the undivided interest of the said Apartment as tenant in common with the owner of the other Apartments and the common areas and facilities of the land and building [hereinafter referred to as "the said Apartment in Consideration of **Rs.41,00,000/-[Rupees Forty One Lakhs Only]** being the Full & Final amount of consideration towards sale Price to be Paid by the Purchasers to the Vendors which sum the Purchasers shall Pay to the Vendors at the time & in the manner hereinafter appearing.

a]. The Purchasers shall Pay to Vendors the sum of **Rs.8,00,000/- [Rupees Eight Lakhs Only]** being the **Part Payment** of sale Price of the said Flat on the execution of this Agreement [the receipt whereof the Vendors doth hereby admits and acknowledges]

b]. The Purchasers shall Pay to the Vendors the balance sum of **Rs.33,00,000/- [Rupees Thirty Three Lakhs Only]** raising loan from any financial institution or Bank within **30/45** days from the date of Part Registration.

2. The Vendors shall handed over vacant and peaceful Possession of the said apartment to the Purchaser on receipt of full & final amount of consideration as stated hereinabove.

3. Upon possession of the said Apartment handed over by the Vendors to the Purchasers the Purchasers shall be entitled to the use and occupation of the said Apartment. The Purchasers shall thereafter have no claims whatsoever against the Vendors in respect of anything pertaining to the said Apartment. The Purchasers shall abide by all the terms and conditions of the Deed of Apartment until by the Corporation together with the bye-laws under the provisions of the Maharashtra Apartment Ownership Act, 1970.

4. The Purchasers shall use the said apartment for the purpose of residence only & for no other purpose.

5. The Purchaser shall from the date of possession maintain the said apartment at his own cost in good and tenantable condition and shall not suffer to be done anything in or to the said building or to the said apartment of common areas and facilities which may be against the rules, regulations and bye-laws of the Corporation or the said association purchaser shall not make any alteration or addition in or to the said apartment without the permission of the said Corporation.

6. The Purchasers shall pay service charges, water charges/NMMC Tax, and electricity charges from the date of possession.

7. The Vendors hereafter at the request and cost of the Purchasers execute document/s as the Purchasers may require for more perfectly ensuring unto the purchasers all the rights title and interest of the Vendors under the Deed of Apartment executed with the said Corporation.

8. Outgoings like water, electricity, service Charge/NMMC Tax proportionate share of maintenance premium etc, till handing over possession shall be borne by the Vendors.

9. It is hereby agreed by the Purchasers that on and from the date, the Purchasers are placed in possession of the said Apartment the Purchasers shall pay to the Corporation or the Association of Apartment owner all outgoings in respect of the said apartment including proportionate share towards maintenance insurance premium, service charges/NMMC Tax, rates, taxes, cess, repair charges & ground rent in respect of the apartment whatsoever. The Purchasers also agree that the purchasers shall bear and pay all charges in connection with consumption of electricity Service and water charges in respect of the said Apartment.

10. The Purchasers shall until the execution by the Vendorss in favour of the Purchasers of the Deed of Apartment keep the said apartment in good condition and tenantable repaid & shall not do or cause to be done anything thereon contrary to the said declaration, said Indenture of Lease or rules and bye-laws of the Association of the apartment owner of the said building.

11. All costs, charges and expenses with regard to the preparing, engrossing, approving, stamping and registering Deed of Apartment to be executed between the parties and also the transfer charges as may be claimed by the Corporation at the time of transfer & any other expenses, whatsoever, the same shall be borne and Paid by the Purchaser alone.

12. It is further agreed that on execution of this agreement, the Purchaser shall obtain Permission from the Corporation for transfer of the said apartment in the name of Purchaser.

13. The Purchaser shall pay transfer charges as may be required by the Corporation at the time of transfer as may be prescribed by the Corporation.

**SCHEDULE OF LAND:-**

**ALL THAT piece of land containing by ad measurement 5599.61.sq.mtrs or thereabouts being Plot No.06, of the layout bearing Gat No.230pt to 232pt and other lands situate, laying and being at Village Turbhe Tehsil, Tal. & Dist. Thane, in the Registration sub-District Thane and District Thane and bounded as follows that is to say:-**

**ON OR TOWARDS THE NORTH BY: - 30.00.MTRS WIDE ROAD.**

**ON OR TOWARDS THE EAST BY:- 30.00.MTRS TRANSMISSION LINE.**

**ON OR TOWARDS THE SOUTH BY: - OPEN SPACE.**

**ON OR TOWARDS THE WEST BY: - COND NO.2**

**SCHEDULE OF APARTMENT:-**

Apartment No.A-2/441, on the Ground Floor, admeasuring about 11.80.sq. mtrs.built-up area or thereabouts Sector No.20, Turbhe, Navi Mumbai,

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN:-**

**SIGNED SEALED AND DELIVERED BY**

**the withinnamed, "the Vendors"**

**1. SMT. SEETA RAJU GAIKWAD**

**2. MR. SWAPNIL RAJU GAIKWAD**

**3. MR. SUNIL RAJU GAIKWAD**

in the Presence of.....

1 \_\_\_\_\_

2 \_\_\_\_\_

**SIGNED SEALED AND DELIVERED BY**

**the withinnamed, "the Purchasers"**

**1. MR. RUSHTAM MUNAUVARALI RAEEN**

**2. MR. ROSHAN BABU MUNOWAR ALI RAIN**

**3. MRS. RUBI BANO RAIN  
after married her name  
MRS. RUBI BANO ROSHAN BABU RAIN**

in the Presence of .....

1 \_\_\_\_\_

2 \_\_\_\_\_

**R E C E I P T :-**

RECEIVED of & from the withinnamed the Purchasers, **1. MR. RUSHTAM MUNAUVARALI RAEEN 2. MR. ROSHAN BABU MUNOWAR ALI RAIN 3. MRS. RUBI BANO RAIN after married her name MRS. RUBI BANO ROSHAN BABU RAIN** the sum of **Rs.8,00,000/-[Rupees Eight Lakhs Only]** being the **Part Payment** amount of the sale Price in respect of **Apartment No.A-2/441, on the Ground Floor, in Sector No.20, Turbhe, Navi Mumbai,** the day & year first hereinabove written Paid by him to me as withinmentioned.

**WE SAY RECEIVED  
Rs.8,00,000/-**

1. **SMT. SEETA RAJU GAIKWAD**
2. **MR. SWAPNIL RAJU GAIKWAD**
3. **MR. SUNIL RAJU GAIKWAD**  
(Vendors)

**Particulars of Payments**

<b>SR.NO.</b>	<b>DATE</b>	<b>CHQ/NEFT/RTGS.</b>	<b>BANK/BR</b>	<b>AMOUNTS</b>
1.	02/01/2025	RTGS	Bank of Maharashtra	3,00,000/-
2.	07/01/2025	RTGS	Bank of Maharashtra	3,00,000/-
3.	14/01/2025	RTGS	Bank of Maharashtra	2,00,000/-
				=====
				<b>8,00,000/-</b>
				=====