

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE on Ownership basis made and entered into at PANVEL on this the _____ day of the month APRIL in the Christian Year TWO THOUSAND TWENTY THREE.

BETWEEN

1) MR. BALASAHEB PARAPPA DUDHAL (Permanent Account No. ASPPD5776P), Age 50 Years, Indian Inhabitant, AND **2) MRS. ANITA BALASAHEB DUDHAL** (Permanent Account No. BFHPD9998D), Age 42 Years, Indian Inhabitant, Both Residing at FLAT NO. B-201, SHIVSANKALP CHS., PLOT NO. 20, SECTOR NO. 36, KAMOTHE, TAL. PANVEL, DIST. RAIGAD – 410 206, hereinafter called and referred to as '**THE TRANSFERORS / SELLERS**' (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 **FIRST PART**.

AND

1) MRS. KAVITA ASHOK KATE earlier known as **MISS. KAVITA TAYGONDA KAMBLE** (Permanent Account No. AZNPK9895M), Age 41 Years, Indian Inhabitant, AND **2) MR. ASHOK GOVIND KATE**, (Permanent Account No. ATAPK2555K), Age 41 Years, Indian Inhabitant, Both Residing At ROOM NO. ¾, SAI SADAN CHAWL, WAGHOBA WADI, TEMBLPADA ROAD, ABOVE PIPE LINE, BHANDUP WEST, MUMBAI – 400 078, hereinafter called and referred to as '**THE TRANSFEREES / PURCHASERS**' (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 Industries Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act 1956 (hereinafter referred to as "the Corporation / CIDCO Ltd.") having its registered office at "Nirmal", 2nd Floor, Nariman point, Mumbai 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of the Su Sec. (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 Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub – section (1) of Section 113 of the said Act.

AND WHEREAS the State Government has acquired land within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec. 113 of the said Act.

AND WHEREAS 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.

AND WHEREAS by an Agreement to Lease dated 15/01/2007 made Between CIDCO of Maharashtra Ltd., Navi Mumbai therein called the Corporation of the One Part and 1) Mr. Krishna Shankar Gowari, 2) Mr. Dharma Shankar Gowari, 3) Mr. Haribhao Ganpat Gowari the said agreement was duly registered on 15/01/2007 with Sub Registrar of Assurance at Panvel under Serial No. 00538/2007 and according the Corporation had handed over the quiet, vacant and peaceful possession of the said plot to the Original Lessees.

AND WHEREAS by Tripartite Agreement dated 27/02/2007 between CIDCO Ltd. the Original Licensees and M/s. PUNAM DEVELOPERS, the Corporation has transfer the said plot in favour of M/s. PUNAM DEVELOPERS under the said agreement which is duly registered on 28/02/2007 with the Sub – Registrar of Assurance under Serial No. PVL-3-02220/2007.

AND WHEREAS the CIDCO Ltd. have transfer the said plot in the name of the M/s. PUNAM DEVELOPERS vide their final letter dated 07/03/2007.

AND WHEREAS by Tripartite Agreement dated 30/12/2009 executed between the CIDCO Ltd., M/s. PUNAM DEVELOPERS through its Proprietor Shri. Khimji Ranchod Patel and M/s. KALPSUTRA DEVELOPERS through its partner 1) SHRI. MAHENDRA CHAMPALAJI JAIN, 2) SHRI. VINOD KHIMRAJJI KOTHARI, 3) SHRI. BHAVARLAL N. JAIN, 4) SMT. PUSHPA P. KOTHARI, THE Corporation transferred and assigned their right, title and interest in respect of the said plot in favour of M/s. KALPSUTRA DEVELOPERS (hereinafter referred to as the DEVELOPERS) which is duly registered on 30/12/2009 with the Sub Registrar of Assurance at Panvel under Serial No. 09205/2009.

AND WHEREAS the Corporation transfer the said Plot in favour of M/s. Kalpsutra Developers vide their letter dated 6th Jan. 2010.

AND WHEREAS the Corporation sanction the building plan vide their sanction plan Ref. No. CIDCO/SP/(BP)/1569 dated 11/03/2010 and according the CIDCO also issued Commencement Certificate to M/s. Kalpsutra Developers Vide Commencement Letter Ref. No. CIDCO/(BP)/ATOP/1570, Dated

11/03/2010 by Executive Engineer, Building Permission, Additional Town Planning Officer.

AND WHEREAS the Developers are lawful owner and well sufficiently seized and possessed of the said plot of land and building standing on Plot No. 52, admeasuring about 636.96 Sq. Mtrs. situated at Sector – 20 in Village Kamothe, Tal. Panvel, Dist. Raigad.

AND WHEREAS By execution of AGREEMENT FOR SALE dated 21/10/2010 **M/S. KALPSUTRA DEVELOPERS** had sold the **Flat No. 104**, on the **First Floor**, admeasuring **464 Sq. Ft. Built Up** i.e. equivalent to **43.12 Sq. Mtrs.**, and **Parking Space No. 1**, in the building known as **CHANDRA DARSHAN SKY**, Constructed on **Plot No. 52, Sector – 20**, situated at **Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad**, to **1) MR. BALASAHEB PARAPPA DUDHAL AND 2) MRS. ANITA BALASAHEB DUDHAL** and the same was Registered in the Office of Sub Registrar Panvel 3 vide its Registration No. **PVL3- 10417-2010** on dated 21/10/2010.

AND WHEREAS the said Developers constructed a building and named it as "CHANDRA DARSHAN SKY" on the said plot and also received Occupancy Certificate Ref. No. CIDCO/ATPO (BP)/2011/1501 dated 25/10/2011.

AND WHEREAS 1) MR. BALASAHEB PARAPPA DUDHAL AND 2) MRS. ANITA BALASAHEB DUDHAL had paid full and final amount of consideration to the M/S. KALPSUTRA DEVELOPERS, and the said Developers had handed over vacant peaceful possession of the said Flat to the 1) MR. BALASAHEB PARAPPA DUDHAL AND 2) MRS. ANITA BALASAHEB DUDHAL.

AND WHEREAS "CHANDRA DARSHAN SKY CO-OPERATIVE HOUSING SOCIETY LIMITED" a Society duly registered under the provisions of the Maharashtra Co. operative Societies Act 1960 bearing Registered No. N.B.O.M. / CIDCO / HSG (T.C.) / 4793/ JTR / YEAR 2012-2013 DATED 18/12/2012 by all purchasers of Flats & Shops owners under the provisions of Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1960.

AND WHEREAS the said society on its formation issued 10 (Ten) Shares of Rs. 50/- each to individual members and admitted as the member of the said Society under Share Certificate No. 4, bearing Distinctive No. 31 to 40 (both inclusive) hereinafter referred the said Shares.

AND WHEREAS the Sellers are seized and possessed of or otherwise well and sufficiently entitled to said **Flat No. 104**, on the **First Floor**, admeasuring **464 Sq. Ft. Built Up** i.e. equivalent to **43.12 Sq. Mtrs.**, and **Parking Space No. 1**, in the building known as **CHANDRA DARSHAN SKY CO-OPERATIVE HOUSING SOCIETY LTD.**, Constructed on **Plot No. 52, Sector – 20**, situated at **Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad**, Sub Division of Panvel and the District and Division of Raigad and within the Jurisdiction of Sub – Registrar of Panvel (Hereinafter referred to as "the Said Flat").

AND WHEREAS the Sellers are occupying as owner & holds the said flat constructed on the said plot more particularly described in the first schedule and the said Flat described in the second schedule hereunder written.

AND WHEREAS by virtue of the said Agreement for Sale the Sellers became lawful owner in possession of the said Flat and the said Flat stands in the name of the Sellers in concerned CIDCO record.

AND WHEREAS the Sellers being in use and occupation of the said Flat, it is being assessed for payment of property tax and other Taxes, rates, and charges in the name of the Sellers and the Sellers have been paying those dues to concerned authorities and bearing all other outgoing with regard to the said Flat.

AND WHEREAS the Sellers not being interested in retaining the said flat and being desirous of disposing off the same and the Purchasers being interested in purchasing the said Flat, the Purchasers have offered to purchase the same and the Sellers have agreed to assign all their rights, title, interest and benefits to the Purchasers for the consideration of **Rs. 48,00,000/- (Rupees FORTY EIGHT LAKHS Only)** on the terms and conditions hereinafter mentioned and agreed to between the parties.

NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWING AND IT IS AGREED & DECLARED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Sellers hereby agrees to sell, transfer, convey and assign their right, title and interest in the said **Flat No. 104**, on the **First Floor**, admeasuring **464 Sq. Ft. Built Up** i.e. equivalent to **43.12 Sq. Mtrs.**, and **Parking Space No. 1**, in the building known as **CHANDRA DARSHAN SKY CO-OPERATIVE HOUSING SOCIETY LTD.**, Constructed on **Plot No. 52, Sector – 20**, situated at **Kamothe, Navi**

Mumbai, Tal. Panvel, Dist. Raigad, Sub Division of Panvel and the District and Division of Raigad and within the Jurisdiction of Sub – Registrar of Panvel, together with all their rights, title and beneficial interest in the said flat to the Purchasers as also all the benefits directly and/or indirectly attached to the said flat, free from all encumbrances and reasonable doubts along with **Rs. 48,00,000/- (Rupees FORTY EIGHT LAKHS Only)** to be paid in the following manner:—

Sr. No.	Bank Name	Cheque No.	Date	Amount in Rupees
1.	Axis Bank Ltd.	595598	26/03/203	Rs. 1,00,000/-
2.				Rs. 3,80,000/-
			TOTAL	Rs. 4,80,000/-

(the payment and receipt whereof the Sellers hereby admits and acknowledges)

2. The remaining consideration amount of **Rs. 43,20,000/- (Rupees FORTY THREE LAKHS TWENTY THOUSAND Only)** shall be paid to the Sellers by obtaining loan from any Nationalized Bank, Institute or Company within 45 (Forty Five) working days from the date of registration of this Agreement for Sale and after receiving the remaining consideration amount of **Rs. 43,20,000/- (Rupees FORTY THREE LAKHS TWENTY THOUSAND Only)** by the Sellers, the parties to these presents shall execute the Deed of Sale and Transfer. It is the duty of the Sellers to obtain necessary permission from Society and the expenses for the same shall be bear by the Sellers.
3. The said Agreement between the Parties to the contract is executed according to the terms and conditions mutually agreed by both the parties to the Agreement and hence it is binding on both the parties to help each other for proper execution of this Agreement.

The Sellers do hereby covenant with the Purchasers as follows:—

- (a) That the Sellers have duly paid and discharged in full all the dues and liabilities in respect of the said flat including the Municipal Corporation / CIDCO's service charges, property taxes, rates, maintenance charges etc. payable to the said society / builder upto the date hereof and shall pay all the dues till the completion of sale;
- (b) That the Sellers are sole and absolute owners and beneficiaries of the said Flat duly standing in the name of the Sellers in the books and all other records and are absolutely entitled to the same and to all

- incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Flat and except the Sellers no other person or persons has/have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said flat;
- (c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Sellers or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Sellers, the Sellers have full power and absolute authority in their own right to transfer the said flat and to relinquish and transfer all their rights, title and interest therein in favour of the Purchasers;
 - (d) That neither the Sellers nor any one on their behalf has committed or omitted any act, deed, matter or thing whereby their holding incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner and their other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;
 - (e) The Sellers represent that if any person claims rights, title, interest and objects said Agreement then in such circumstances it will be a liability of the Sellers to solve the same out of their own pocket and make the Said flat Marketable and free from all encumbrances.
 - (f) The Sellers further represent that they shall repay the whole outstanding loan amount to the respective financial institutions from where he availed loan for the purchase of the said flat. The Sellers further represents that they shall obtain No Dues certificate from the concerned financial institutions or bank and shall handover the original documents of the said flat to the Purchasers.
 - (g) That the Purchasers shall on payment of full & final consideration in respect of said Flat and upon registration of these presents shall be entitled to hold and own the said flat and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Flat and/or any part thereof in the Purchasers own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Sellers;
 - (h) That the Sellers have not received any notice for acquisition or requisition of the said flat; and
 - (i) That the Sellers herein do hereby indemnify and keep indemnified the Purchasers against any defect in title, omission, or mischief of any

person wrongfully claiming any right, title or beneficial interest in the said flat and/or the said shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this deed and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of the deed, covenants and provisions.

4. The Sellers shall bear and pay all outgoings in respect of the said Flat including all service charges of Municipal Corporation / CIDCO, rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said society/builder till the date of execution and registration of these presents and the Purchasers shall bear and pay all such outgoings, dues and charges to the said society from the date of registration of these presents and receiving possession of the said Flat.
5. The Sellers shall also transfer in favour of the Purchasers the amounts standing to their credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Sellers shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said society.
6. The Sellers shall sign and execute in favour of the Purchasers necessary applications, forms, deeds and other documents or writings as may be reasonably required for transfer of the said Flat and right to possess, use, occupy and enjoy the said flat in favour of the Purchasers and for implementing the terms of this deed.
7. The Sellers shall sign and execute in favour of the Purchasers necessary applications, forms, deeds and other documents or writings as may be reasonably required by the Municipal Corporation / CIDCO or any other Government body for transfer of the names in the said Flat in the book of records of CIDCO or any other government body.
8. The Sellers hereby declare and confirm that, the said Flat shall vest in the name of the Purchasers as the absolute owners thereof with all rights and occupation thereto as member of the said Co-op. Hsg. Society and the Sellers hereafter shall have no right, title or interest of whatsoever nature in the said flat.

9. That the Sellers shall keep the Purchasers saved, defended and harmless from and against all estate charges, encumbrances whatsoever in respect of the said flat.
10. The Sellers shall handover to the Purchasers (i) an original copies of registered Agreement For Sale, (ii) an original copies of Registration Receipt in respect of the said registered Agreement for sale (iii) an original copy of last Property Tax paid Receipt (iv) an original copy of "No Dues Certificate" with regard to maintenance charges and any other charges from said Society and all other documents relating to the title of the said flat if any, in the possession of the Sellers.
13. Save as herein otherwise provided all costs and charges of stamp duty registration fees, typing and xerox charges, Advocates fees whatsoever shall be borne and paid exclusively by the Purchasers alone & the Sellers shall not be called upon to pay the same or contribute to the same or any part thereof.
14. Save and except as aforesaid, all the terms and conditions of the said deed shall be binding on both the parties and their respective heirs, executors, administrators and assigns.
15. Both Parties are undertake to fulfill all the statutory obligation and legal liabilities as are required under the Maharashtra Ownership of the flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, The Transfer of Property Act, 1882, The Maharashtra Co-operative Societies Act, 1906, Income Tax Act, 1961 and / RERA or any other Act in force which pertained to the sale, Transfer of said Flat and shares thereof.
16. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

FIRST SCHEDULE
(Description of the Property)

ALL THE PIECE AND PARCEL of land known as Plot No. 52, admeasuring about 636.96 Sq. Mtrs. situated at Sector – 20, in Village Kamothe, Taluka Panvel, District Raigad, and bounded as follows :-

On or towards the North by	:	Plot No. 53
On or towards the South by	:	11 Mtrs. Wide Road.
On or towards the East by	:	15 Mtrs. Wide Road.
On or towards the West by	:	Plot No. 51.

SECOND SCHEDULE
(Description of Flat)

Flat No. 104, on the **First Floor**, admeasuring **464 Sq. Ft. Built Up** i.e. equivalent to **43.12 Sq. Mtrs.**, and **Parking Space No. 1**, in the building known as **CHANDRA DARSHAN SKY CO-OPERATIVE HOUSING SOCIETY LTD.**, Constructed on **Plot No. 52, Sector – 20**, situated at **Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad**, Sub Division of Panvel and the District and Division of Raigad and within the Jurisdiction of Sub – Registrar of Panvel.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands
the day and year first hereinabove mentioned.

**SIGNED AND DELIVERED BY
THE WITHINNAMED SELLERS**

1) MR. BALASAHEB PARAPPA DUDHAL.

2) MRS. ANITA BALASAHEB DUDHAL.

In the presence of

1) _____

2) _____

**SIGNED AND DELIVERED BY
THE WITHINNAMED PURCHASERS**

**1) MRS. KAVITA ASHOK KATE
earlier known as
MISS. KAVITA TAYGONDA KAMBLE.**

2) MR. ASHOK GOVIND KATE.

In the presence of

1) _____

2) _____

R E C E I P T

RECEIVED from Purchasers a sum of **Rs. 4,80,000/- (Rupees FOUR LAKHS EIGHTY THOUSAND Only)** as earnest money towards Part payment of the said **Flat No. 104**, on the **First Floor**, admeasuring **464 Sq. Ft. Built Up** i.e. equivalent to **43.12 Sq. Mtrs.**, and **Parking Space No. 1**, in the building known as **CHANDRA DARSHAN SKY CO-OPERATIVE HOUSING SOCIETY LTD.**, Constructed on **Plot No. 52, Sector – 20**, situated at **Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad**, Sub Division of Panvel and the District and Division of Raigad and within the Jurisdiction of Sub – Registrar of Panvel. Payment details as follows:-

Sr. No.	Bank Name	Cheque No.	Date	Amount in Rupees
1.	Axis Bank Ltd.	595598	26/03/203	Rs. 1,00,000/-
2.				Rs. 3,80,000/-
			TOTAL	Rs. 4,80,000/-

WE SAY RECEIVED

Rs. 4,80,000/-

1) MR. BALASAHEB PARAPPA DUDHAL.

2) MRS. ANITA BALASAHEB DUDHAL.

SELLER/S

WITNESS :

1) _____

2) _____