

**AGREEMENT FOR RE-SALE**  
**(PART-PAYMENT)**

THIS AGREEMENT is made and entered into at Navi Mumbai, on this 24 day of SEP 2010, BETWEEN **MR. GHADAGE SANDEEP SATISH**, (PAN No. \_\_\_\_\_), an adult, Indian Inhabitant, residing at Apartment No. A-138/1, 'A' Type Apartment Owners Association, Sector-21, Turbhe, Navi Mumbai, hereinafter for brevity's sake called and referred to as '**THE APARTMENT OWNER/VENDOR**' (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators legal representatives and assigns) of the ONE PART AND **MR. PATIL SANJAY ISHWARA**, (PAN No. AVRPP8473E) an adult, Indian Inhabitant, residing at Shiv Prerna Shivhasan, Maharashtra Nagar, Mankhurd, Mumbai - 400 088, 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 heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS :

By an Agreement to Sell dated 25/08/1982, made between **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**, (CIDCO/CORPORATION), AND One **MR. SATISH BASHA GHADAGE**, referred to as '**THE SAID ORIGINAL ALLOTTEE**'). The said Corporation allotted to the Original Allottee an Apartment No. A-138/1, Sector-21, Turbhe, Navi Mumbai, admeasuring about 15.00 Sq. Mrs., (built-up area), (hereinafter referred to as '**THE SAID APARTMENT/PREMISES**'), on receiving the full and final payment of the sale price and handed over the physical possession of the above said Apartment.



The Mahanagar Co-op Bank Ltd.  
Nerul Branch, Plot No. 5, Sector-1  
Opp. D. Y. Patil College, Nerul  
Navi-Mumbai-400 706  
D-5/STR(V)/C.R. 1060/04/05/1935-38

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## AND WHEREAS:

The said Original Allottee had obtained the Deed of Apartment on dated **09/12/1998**, from the Corporation and registered the same with the Office of the Sub-Registrar of Assurances at **Thane-3**, vide its Document Sr. No. **3581**, dated **10/12/1998**.

## AND WHEREAS :

The said Original Allottee had sold and assigned all his rights, title and interest in and upon the said Apartment in favour of the said Apartment Owner under Conveyance Deed, which was duly registered with office of the Sub-Registrar of Assurances, at **Thane-3**, vide its Document Sr. No. **TNN3-03008-2010**, dated **04/05/2010**.

## AND WHEREAS:

The CIDCO Ltd. has also admitted to said Apartment Owner as the 'New Apartment Owner', of the above said Apartment, in its record vide its Final Order No. **CIDCO/EMS/AEO(V)/2010/853**, date **05/05/2010**.

## AND WHEREAS:

The Apartment Owner is fully seized and possessed of or otherwise well and sufficiently entitled to the said Apartment; to deal with or dispose off the same to anyone; subject to the terms and conditions of the CIDCO Agreement and the terms and conditions of this Agreement.

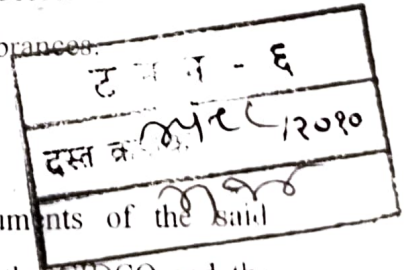


## AND WHEREAS:

The Purchaser approached the Vendor and discussed the prospects of selling the said Apartment, and negotiated the Sale Price, which the Vendor fixed at **Rs. 18,00,000/- (Rupees Eighteen Lacs Only)**, to be paid on or before the execution of these presents. The said Apartment is free from all encumbrances.

## AND WHEREAS:

The Purchaser on request, inspected the relevant documents of the said Apartment such as; the Agreement to Sell made between the CIDCO and the Apartment Owner, the Allotment letter, the Possession letter, the payment receipt and also the said Apartment in question, and finding the same to be in order and good and tenantable conditions, agreed to purchase the said premises for the said consideration.



The Apartment Owner Vendor both hereby covenants, with the Purchaser to sign and execute documents, papers, writings and assurances for perfectly vesting and assuring the said premises; with all rights, title and interest of the Vendor to the Purchaser and for which no extra premium shall be charged.

8. The Purchaser hereby agreed to pay the CIDCO CORPORATION, Transfer charges, at the relevant time and thereby obtain the 'NO OBJECTION CERTIFICATE', permitting sale of the said premises by the Apartment Owner to the Purchaser

9. The Apartment Owner shall hand over all the original papers pertaining to the said Apartment to the Purchaser and the Purchaser do hereby confirm of having received the same.

10. Subject to the provisions and terms and conditions of this Agreement, the Apartment Owner Vendor hereby agrees to transfer and sell all his rights, interests in and upon the said premises to the Purchaser and the Purchaser is entitled to hold, possess, occupy and enjoy the said Apartment without any interruptions from the Vendor or any person's claiming through the Vendor thereof.

11. Save and except as aforesaid, all the terms and conditions of the Agreement made and entered into between the Vendor and the Purchaser shall be binding on the Purchaser as if all the same are scheduled of the said Apartment, were incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED by the  
Within named APARTMENT OWNER VENDOR  
MR. GHADAGE SANDEEP SATISH

In the presence of .....

1. *G. Ganesh*  
2. *P. P. ...*



Stamp: THE APARTMENT OWNER VENDOR, 4192, the Vendor, 4192

7. The Apartment Owner Vendor both hereby covenants, with the Purchaser to sign and execute documents, papers, writings and assurances for perfectly vesting and assuring the said premises; with all rights, title and interest of the Vendor to the Purchaser and for which no extra premium shall be charged.

8. The Purchaser hereby agreed to pay the CIDCO CORPORATION, Transfer charges, at the relevant time and thereby obtain the 'NO OBJECTION CERTIFICATE', permitting sale of the said premises by the Apartment Owner to the Purchaser.

9. The Apartment Owner shall hand over all the original papers pertaining to the said Apartment to the Purchaser and the Purchaser do hereby confirm of having received the same.

10. Subject to the provisions and terms and conditions of this Agreement, the Apartment Owner/Vendor hereby agrees to transfer and sell all his rights, interests in and upon the said premises to the Purchaser and the Purchaser is entitled to hold, possess, occupy and enjoy the said Apartment without any interruptions from the Vendor or any person's claiming through the Vendor thereof.

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पता	श्रीधर अर्वा, पालिका, मुंबई

11. Save and except as aforesaid, all the terms and conditions of the Agreement made and entered into between the Vendor and the Purchaser shall be binding on the Purchaser as if all the same are scheduled of the said Agreement, were incorporated in this Agreement.



IN WITNESS WHEREOF, the parties hereto have signed to and subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED by the

Within named APARTMENT OWNER VENDOR

M.R. GHADAGE SANDEEP SATISH

In the presence of .....

1. *S. V. G. Parashar*



2. *Dr. F. Pratik Patil*

**CIDCO**

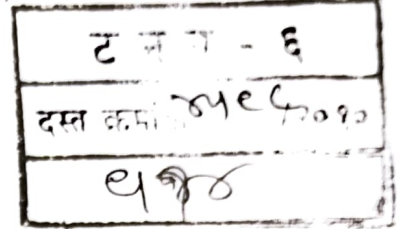
**CITY & INDUSTRIAL DEVELOPMENT CORPORATION  
OF MAHARASHTRA LTD.**

Office of Estate Management Section,  
CIDCO Ltd., CIDCO Bhavan, 1st Floor,  
C.B.D. - Belapur,  
Navi Mumbai - 400 614.

Ref. No. CIDCO/EC/SSD/AEO(V)/10/1686

Date : 21/9/2010.

To :  
Shri/Smt. SANDEEP SATISH GHADAGE  
A-138/1, SECTOR\_21,  
TURBHE, NAVI MUMBAI.



Sir/Madam,

Sub : Sale of Apartment No. A-138/1,  
Sector 21 At TURBHE

Please refer to your Letter dated 20/9/2010.

The Corporation is pleased to permit you to sell the aforesaid apartment to Shri/Smt. PATIL  
SANJAY ISHWARA Subject to the following terms and conditions :

- The transfer shall be effected after obtaining permission of the Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 by a regular conveyance according to law at the cost of the parties.
- The conveyance shall be registered with the Sub-Registrar of Assurance on or before 20/12/2010.
- The conveyance shall contain the following covenant - The purchaser shall not sell, assign, mortgage underlet or otherwise transfer wholly or partly the said premises save and except will the previous written permission of the Corporation. Which permission shall not be refused if the purchase performs or is willing to perform the following conditions, that is to say :
  - The purchaser pays to the Corporation additional price in consideration of such permission.
  - In the instrument by which the purchaser shall transfer the said premises, the purchaser binds the transferee not to sell, assign, mortgage, underlet to otherwise transfer wholly or partly the said premises save and except upon the observance and performance of the conditions herein written.
  - A true certified copy of the instrument of transfer executed between the purchaser and the transferee is deposited with the Estate Officer of the Corporation within seven days from the date of its execution.

P.T.O.

administrators and assigns) of the ONE PART AND **MR. PATIL SANJAY ISHWARA**, (PAN No. AVRPP8473E) an adult, Indian Inhabitant, residing at Shiv Prerna Shivhasan, Maharashtra Nagar, Mankhurd, Mumbai-400088, hereinafter for brevity's sake is called and referred to as '**THE VENDEE**' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS :

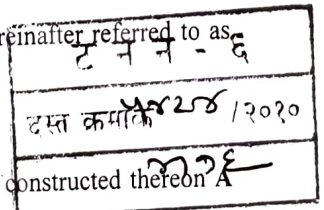
1. The City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 'Nirmal' 2nd Floor, Nariman Point, Mumbai-21, (hereinafter referred to as 'THE CORPORATION') as New Town Planning Authority declared and appointed by the State Government exercise of its power under section 113(3) A of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "The MRTP Act") for the New Towns of New Bombay.

2. Pursuant to Section 113A of the MRTP Act, the State Government has been acquiring the lands and vesting in the Corporation the said lands for development and disposal.

3. By his Order Nos. RB/WS/IV/737/74 dt. 31/07/1974, RB/WS/IV/431/74, dt. 26/06/1974, the Collector of Thane vested in the Corporation for development and disposal, inter alia, a piece or parcel of land situated at Village Turbhe, Tahsil-Thane, Distt-Thane, bearing Survey No. 97pt, 98pt, 99pt, 73pt, admeasuring 3121.77 Sq. Mtrs., or thereabout being Plot No. 116 to 120, 197 to 142, Sector-21, and more particularly described in the First Schedule hereunder written (hereinafter referred to as "THE SAID LAND").

4. The Corporation obtained possession of the said land and constructed thereon A type Building No. **A-115 to 120, A-137 to 142** each of **Ground and Upper Floors** such building being designated as 'CONDOMINIUM' 4, E-1 type Bldg. No. **E-1/8**, (hereinafter referred to as 'THE SAID BUILDING') of which the Corporation is the Owner.

5. By Agreement for sale of Apartment date **25/08/1982**, (hereinafter called 'THE SAID AGREEMENT') made between the Corporation of the One Part and the **MR. SATISH LAXMAN GHADAGE**, (hereinafter referred and called 'THE SAID



**ORIGINAL ALLOTTEE'**), of the OTHER PART, the Corporation agreed to sell to the Original Allottee, an Apartment No. **A-138/1, Sector-21, Turbhe, Navi Mumbai**, admeasuring about **15.00 Sq. Mtrs., (Built-up)**, on the **Ground Floor**, of the said Building No. **A-138**, TOGETHER with certain percentage hereinafter specified of the undivided interest appurtenant to such Apartment in and to the common areas and facilities of the said land and building at or for the price of **Rs. 18,000/-** to be paid by the said **Original Allottee** to the Corporation by installment at the time and in the manner as provided in the said Agreement.

6. The Corporation executed on 24/03/1986, a Declaration (hereinafter referred to as 'The Said Declaration'), under the Maharashtra Apartment Ownership Act, 1970 (hereinafter referred to as 'THE SAID ACT') which Declaration together with its Annexure 'A' (plans), A-1 (form of lease), B (Statement of Proportionate shares) and C (Bye Laws) attached hereto, has been registered in the office of the Sub-Registrar of Assurances at Thane on the 01/04/1986, under Sr. No. P-1379, in the register of Declarations and Deed of Apartments under the said Act, a true copy whereof has been filed with the Chief Engineer (MHADA), Mumbai, on 08/04/1986.

7. The Corporation has by aforesaid Declaration submitted to the provisions of the said Act (i) the said Building with all improvements and (ii) the said Land.

8. By Indenture of lease Dt. 11/12/1988, made Between the Corporation of the One Part and (1) MR. DISIT R. B. and (2) City and Industrial Development Corporation of Maharashtra Limited, therein referred to as the said 'Lessees' of the Other Part, the Corporation demised to the said Lessees the said land as tenants in common in Shares equal to their respective percentage of the undivided interest in the common areas and facilities as expressed in the aforesaid Declaration filed by the corporation under the said Act, and more particularly described in the Schedule to the said Indenture of lease for a term of 60 years on the terms and conditions therein mentioned.

9. (a) By a Deed of Apartment made at Navi Mumbai, on **09/12/1998**, between the Corporation and the Original Allottee and registered in the office of the Sub-Registrar of Assurances at **Thane-3**, on **10/12/1998**, under its Document **Sr. No. 3581**, the Corporation thereby granted, conveyed, assigned, and assured unto the Original Allottee for residential purposes the said Apartment.

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Financial Corporation, the Housing Development Finance Corporation Limited or an Employer of the Purchaser or any other Financial Institution as may be approved by the Board of Directors of the Corporation from time to time for the purpose of securing a loan borrowed for any of the foregoing institutions.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece of land containing by admeasurement 11277 Sq Mtrs. (thereabout being Plot No. 1174, 21, 197 & 14) in Sector 21 of the layout of land bearing Survey No. 98pt 97pt 98pt 99pt 100pt and other lands situated lying and being at village Turbhe, Near Mumbai Tal & Dist. Thane and bounded as follows that is to say:

- On the North by 1 metre wide road
- On the East by 4.5 metre wide road
- On the South by 4.5 metre wide road
- On the West by A Type Building

**THE SECOND SCHEDULE ABOVE REFERRED TO**

Apartment No. A-1361, A Type Apartment Owners Association, Sector-21, Turbhe, Near Mumbai, admeasuring about 15.00 Sq Mtrs. (Built up) on the Ground Floor of Building No. A-136 and other lands (more particularly described in the First Schedule hereinabove written) and which the said is bounded as follows that is to say:

- On the North by A-1361, Sector-21, Turbhe
- On the East by A-136, Sector-21, Turbhe
- On the South by Open space
- On the West by A-136, Sector-21, Turbhe



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

SIGNED AND DELIVERED by the  
withnamed **VENDOR**  
**MR GHADAGE SANDEEP SATISH**

*[Handwritten signature]*



in the presence of

- 1. Kangrao T. Bhat / *[Handwritten name]*
- 2. S. G. Purohit / *[Handwritten name]*

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**CIDCO**

**CITY & INDUSTRIAL DEVELOPMENT CORPORATION  
OF MAHARASHTRA LTD.**

Office of Estate Management Section,  
CIDCO Ltd., CIDCO Bhavan, 1st Floor,  
C.B.D. - Belapur,  
Navi Mumbai - 400 614.

Ref. No. CIDCO/EO/CBD/  
~~100886~~ AEO(V)/10/1686

Date : 21/9/2010.

To : **SANDEEP SATISH GHADAGE**  
Shri/Smt. A-138/1, SECTOR 21,  
TURBHE, NAVI MUMBAI.

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दस्त क्रमांक १०६२७/२०१०
७७१७६
A-138/1,

Sir/Madam,

Sub : Sale of Apartment No 21 TURBHE  
Sector \_\_\_\_\_ At \_\_\_\_\_

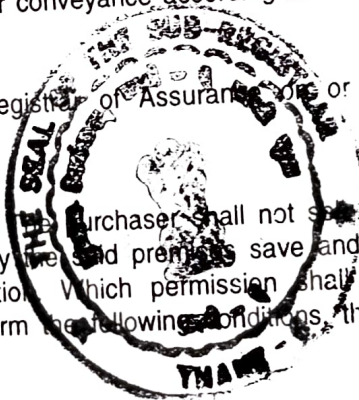
20/9/2010.

||| PATIL

Please refer to your Letter dated \_\_\_\_\_  
The Corporation is pleased to permit you to sell the aforesaid apartment to Shri/Smt. \_\_\_\_\_

**SANJAY ISHWARA** Subject to the following terms and conditions :

- The transfer shall be effected after obtaining permission of the Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 by a regular conveyance according to law at the cost of the parties.
- The conveyance shall be registered with the Sub-Registrar of Assurances on or before 20/12/2010.
- The conveyance shall contain the following covenant.  
The purchaser shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises save and except with the previous written permission of the Corporation. Which permission shall not be refused if the purchase performs or is willing to perform the following conditions, that is to say :
  - The purchaser pays to the Corporation additional price in consideration of such permission.
  - In the instrument by which the purchaser shall transfer the said premises, the purchaser binds the transferee not to sell, assign, mortgage, underlet to otherwise transfer wholly or partly the said premises save and except upon the observance and performance of the conditions herein written.



- A true certified copy of the instrument of transfer executed between the purchaser and the transferee is deposited with the Estate Officer of the Corporation within seven days from the date of its execution.

Explanation (i) : "The Additional price means the price determined by the Corporation with reference to the months of January and July each year in respect of a class of apartments with reference to the carpet area and permitted users and displayed in the office of the Corporation.

Explanation (ii) : Nothing contained herein shall apply to mortgage of the said premises or any part thereof, to the Central Govt. a State Govt. a Nationalises Bank, the Life Insurance Corporation the Housing Development Finance Corporation Ltd., or an Employer of the Corporation or any other financial Institutions as may be approved by the Board of Director of the Corporation from time to time for the purpose of securing a loan borrowed for buying the said premises.

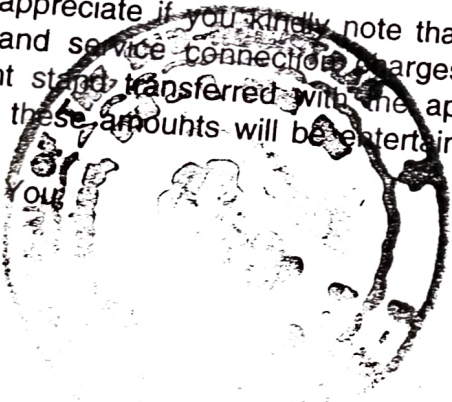
- (e) You shall obtain any other permission, as any be required by any other statute or law being in force.
- (f) You shall furnish certified copy of the said conveyance with 7 days from the date of registration.

**CONVEYANCE**

The permission hereby granted shall lapse and shall be of no effect if the Deed of Apartment for the intending transfer or conveyance of the aptment is not executed and lodged for registration with Sub Registrar of Assurance on or Before 20/12/2010. and a certified copy with its registration No. and date is deposited with the Corporations in the Estate Section within seven days from the time of such registration for effecting consequential changes in our record.

We will appreciate if you kindly note that the share money and entrance fee and the deposits paid by you and service connection charges if any paid to the M.S.E.B. which are attached to the apartment stand transferred with the apartment consequent on the above sale and no claim for refund of these amounts will be entertained.

Thanking you



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Your's faithfully,

ESTATE OFFICER

ASSIST. ESTATE OFFICER  
CIDCO  
New Bombay - 400703

CC To Shri/Smt.

**PATIL SANDEEP ISHWARA**

**A-138/1, SECTOR 21,**

**TURBHE, NAVI MUMBAI.**