

AGREEMENT TO SALE

This Agreement to sale is made at Navi Mumbai this_____ day of _____ 2023, between 1) **MR. SHUBHAM DATTU AVHAD** Age 23 yrs (PAN NO DMRPA8939L), 2) **MRS. REKHA DATTU AVHAD**, age 46 years (Pan No. AOUPA9433M) and 3) **MISS AKANKSHA DATTU AVHAD**, age 24 years (Pan No.CXRPA3638L) all adults Indian inhabitants, residing at Building No. C-4, Plot No. 3:1, 3rd floor, Parijat Chs. Ltd., Sector-18, Nerul, Navi Mumbai - 400 706, hereinafter referred to as “SELLER” OF ONE PART (which expression shall unless repugnant to the context or meaning thereof mean and deem include their respective heirs, executors, administrators and assigns) .

AND

Mr. DHARMENDRA BALLARILAL SONKAR Age 38 years (PAN NO BIRPS2682A) an adults Indian inhabitants Residing at Room No. 415, Jain Mandir Marg, Ramtanumata Ground, Sector-22, Turbhe, Navi Mumbai - 400 705 hereinafter called hereinafter referred to as “Purchasers” OF Second PART (which expression shall unless repugnant to the context or meaning thereof mean and deem include their respective heirs, executors, administrators and assigns).

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”) 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 Navi Mumbai by the government of Maharashtra in the exercise of its power of the area designated as site for new town under sub section. (i) of section 113 of the said act.

The State Government of Maharashtra has been acquiring land pursuant to section 113-A, of the said Act, and is vesting such in Corporation for its development and disposal, on such terms, conditions, stipulation, covenants, and for a consideration as corporation may decide from time to time.

AND WHEREAS that the Original owner Mr. Dattu Jabaji Avhad purchased the said property from Mr. Harishchandra Vishnu Pakle vide Agreement for Sale dated 13.01.2006 registered vide registered document No. TNN-11-00184-2005, dtd. 13.01.2005, Receipt No. 184

AND WHEREAS:

Mr. Dattu Jabaji Avhad Gifted the said property to (ie. **Building No. C-4, Plot No. 3:1, 3rd floor, Parijat Chs. Ltd., Sector-18, Nerul, Navi Mumbai - 400 706, admeasuring 34.54 sq.mtrs**) 1) **MR. SHUBHAM DATTU AVHAD** 2) **MRS. REKHA DATTU AVHAD**, and 3) **MISS AKANKSHA DATTU AVHAD** vide Gift Deed dated 14.09.2022 registered vide registered document No. _____, dtd. 14.09.2022, Receipt No. _____

AND WHEREAS:

The Purchaser approached the Owner and negotiated the sale price of the said flat, after inspecting the relevant documents and also the terms and conditions BOTH the parties being satisfied are now desirous of recording the terms and conditions of this

WHEREAS :-

The party of the First Part, i.e. the Vendor is seized and possessed of a **Building No. C-4, Plot No. 3:1, 3rd floor, Parijat Chs. Ltd., Sector-18, Nerul, Navi Mumbai - 400 706, admeasuring 34.54 sq.mtrs** (hereinafter referred to as the 'SAID FLAT').

WHEREAS :

The party of the first part has agreed to sell and the party of the part has agreed to purchase the above said flat property for total consideration of Rs.1,00,00,000/- (Rupees One Crore only).

WHEREAS

The party of the Second part is being in need of residential accommodation has requested to the party of the first part to transfer to the purchaser all his rights, title and interest in the said flat. Thus inspection of the paper done by the party of the second part in respect of the said Flat along with his rights, title and interest free from all encumbrances at or for a price of Rs.1,00,00,000/- (Rupees One Crore only).

WHEREAS :-

The Vendors i.e. the party of the first has agreed to transfer by way of said transfer /assignment/Ownership of all his rights, title and interest whatsoever they be in the said Agreement and other relevant agreement into and upon the said Flat there under and with free from all encumbrances at or for a price of Rs.1,00,00,000/- (Rupees One Crore only) at the time and in the manner hereinafter mentioned towards the full and final settlement of the price towards the sale/transfer / assignment/Ownership of interest and benefit under or

rights, and title in the said Flat upon subject to the terms and condition hereunder written.

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed by and between the parties hereto as follows :

1. The purchaser has paid Rs. 1,00,000/- (Rupees One Lakh only) cash towards the TOKEN PAYMENT of the said Flat at the time of executing this agreement. (the receipt thereof the Vendors doth hereby acknowledge).
 - Balance amount of Rs.99,00,000/- (Rupees Ninety Nine Lakhs only) paid after getting loan from any financial institute or any bank within 60 days.
2. The purchaser shall use the said flat for the purpose of residential only.
3. The Purchaser has hereby agrees to any all the charges, taxes expenses in respect of the said Flat and indemnify the Vendors from the date of possession taken over by him from the party of the First part.
4. It is agreed by and between the parties that if the Charges of Stamp Duty, Registration charges, or any other charges will be borne and paid entirely by the purchaser and the party of the

first part will not pay any share thereof whatsoever. The party of the Second Part i.e. the Purchaser will also bear the charges of transferring the NMMC property tax, water bill in the his name i.e the Purchaser will also bear the charges of transferring the Property tax, water bill in the his name i.e. the Purchaser.

6. It is agreed by the Vendors that he has not sold or agreed to sale or hypothecated, mortgaged the above said flat to any person or persons or with any bank or any authority.
7. The Vendors has agreed to deliver all necessary receipts document and paper in respect of the above said Flat to the purchaser at the time of execution and completion of this Agreement.
8. It is agreed by and between the parties that the Vendors will come personally to the Flat of any concerning authority if necessary in respect of the said Flat to transferred in the name of the Purchasers as and when required at the cost of the Purchasers.

9. The Vendors shall pay and discharge all his obligations in respect of the said Flat upto the date of handing over possession to the purchaser. The Vendors undertake to any further or other papers or documents which may be necessary in future to transfer the said Flat in the name of the purchasers without raising any objection.
10. The party of the first part shall at times thereafter at the cost of expenses thereof with the request of the purchaser to execute any documents as the purchasers may required for more perfectly assuring unto and to the purchaser all the rights, title and interest and Vendors in the said Agreement and upon the said Flat there under.

PROPERTY SCHEDULE

All that piece and parcel of **Building No. C-4, Plot No. 3:1, 3rd floor, Parijat Chs. Ltd., Sector-18, Nerul, Navi Mumbai - 400 706, admeasuring 34.54 sq.mtrs** as bounded follows :-

ON THE EAST BY:

ON THE WEST BY:

ON THE NORTH BY:

ON THE SOUTH BY:

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

SIGNED, SEALED AND DELIVERED BY)

withinnamed the 'VENDOR')

1) **MR. SHUBHAM DATTU AVHAD**)

2) **MRS. REKHA DATTU AVHAD**)

3) **MISS AKANKSHA DATTU AVHAD**)

In the presence of

1.

SIGNED, SEALED AND DELIVERED BY)

withinnamed the 'PURCHASER')

Mr. DHARMENDRA BALLARILAL SONKAR)

In the presence of)

1.

RECEIPT

We, 1) **MR. SHUBHAM DATTU AVHAD** 2) **MRS. REKHA DATTU AVHAD**, and 3) **MISS AKANKSHA DATTU AVHAD**, received on this _____ day _____, 2023 a sum of Rs. 1,00,000/- (Rupees One Lakh only) towards TOKEN payment for sale of All that piece and parcel of **Building No. C-4, Plot No. 3:1, 3rd floor, Parijat Chs. Ltd., Sector-18, Nerul, Navi Mumbai - 400 706, admeasuring 34.54 sq.mtrs** from the withinnamed Purchaser ie. the party of the second part **Mr. DHARMENDRA BALLARILAL SONKAR** as aforesaid to the Agreement.

I SAY RECEIVED,
Rs. 1,00,000/ -

1) **MR. SHUBHAM DATTU AVHAD**

2) **MRS. REKHA DATTU AVHAD**

3) **MISS AKANKSHA DATTU AVHAD**

Witnesses :

1.

2.