

# **AGREEMENT TO SALE OF FLAT**

THIS **AGREEMENT TO SALE OF FLAT** is made and entered into at **Navi Mumbai**, on this \_\_\_ day of **DECEMBER - 2023**, **BETWEEN MR. BALASAHEB DATTOBA SHINDE**, Age- **53** Years, **PAN-BZOPS8611M** Indian Inhabitant, Residing at **FLAT No. 603, SAI POOJA CHS LTD, PLOT NO. 67, SECTOR- 35, KAMOTHE, PANVEL- 410209.** (Hereinafter referred to as the **"SELLER/ TRANSFEROR"**) (which expression shall unless it be repugnant to the context or meaning thereof shall mean & deem to include his/her/their legal heirs, successors, executors and administrators) of the **ONE PART**

**AND**

**1) MR. ANANDA RAMCHANDRADESAI**, Age-40 Years, **PAN - AXYP2841E**, **2) MRS. VAISHALI ANANDA DESAI**, Age-37 Years, **PAN - DSIPDO608A** Indian Inhabitant, Residing at - **FLAT NO. B-402, NEPTUNE PARADISE, PLOT NO. 27, SEC - 35, KAMOTHE, PANVEL - 410209.** (hereinafter referred to as the **"PURCHASER/TRANSFeree"**) (which expression shall unless it be repugnant to the context or meaning thereof shall mean & deem to include his/her/their legal heirs, successors, executors and administrators) of the **OTHER PART.**

## **WHEREAS**

The **City and Industrial Development Corporation of Maharashtra Ltd.**, is 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 - 400021. The Corporation has been declared as a New Town Development Authority under the provisions of sub-section 3(A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966, Maharashtra Act No. **XXXVII of 1966** (hereinafter referred to as **"THE SAID ACT"**), for the new town of new Bombay. The area designated as site for New Town under Sub-Sec. (1) and 3 (A) of section 113 of the said Act.



### **AND WHEREAS**

The State Government has acquired land within the delineated area of New Bombay and vested the same in the Corporation by an order duly made in the behalf as per the provision of Section 113 (3) (A) 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 of any land acquired by it or vested in it in accordance with the proposal approved by the State Government under the said Act.

### **WHEREAS**

The **City & Industrial Development Corporation of Maharashtra Ltd.** had allotted on the **Plot bearing No.67, in the Sector- 35,** admeasuring about **799.81** Sq. Mtrs, at **Kamothe, Navi Mumbai** (hereinafter referred to as the "**SAID PLOT**"), Under its **12.5% Scheme (Gaothan Expansion Scheme)** in the name of Allottees/Licensees **SHRI. NARAYAN MARUTI THANGE AND OTHERS,** (hereinafter referred as "**ORIGINAL ALLOTTEES**") The Corporation had entered into **Agreement to Lease** on dated- **02/05/2006** and agreed to grant lease of the said plot on the payment of Lease premium as demanded by the CIDCO LTD., to Original Allottees/ Licensees of the said Plot, and the said **Agreement to Lease** has been duly registered at Sub Registered office **Panvel-1,** Vide Document No. **Panvel-1-3761/2006, dated - 08/05/2006.**

### **AND WHEREAS**

By **Tripartite Agreement** made on **19/07/2006** between the **City & Industrial Development Corporation of Maharashtra Ltd,** Commonly known as the **CIDCO/ Corporation,** the **FIRST PART & Original Allottees SHRI. NARAYAN MARUTI THANGE AND OTHERS** the **SECOND PART** and **M/S. SAI POOJA BUILDERS & DEVELOPERS,** Third PART, the said Original Allottees have



**AND WHEREAS**

The **CIDCO LTD.** Has transferred the said plot in favour of **M/S. SAI POOJA BUILDERS & DEVELOPERS** vide its letter No. **CIDCO/VASAHAT/SATYO/TEM/358**, Dated- 15/09/2006.

**AND WHEREAS**

The New Licensee/Developers had got prepared a plan of building to be constructed on the said piece & parcel of land through their Architect and submitted to the CIDCO LTD., for its approval and sanction. Town planning Authority of CIDCO LTD., had approved & sanctioned the same by way of granting Permission and issuing of **Commencement Certificate** bearing No. **CIDCO/BP /ATPO/280**, **Dated-18/01/2008**, for construction of a building on the said piece and parcel of land, subject to the conditions stated in the said certificate.

**AND WHEREAS**

The developer constructed building on the said plot known as "**SAI POOJA ARCADE**" and obtained the **Occupancy Certificate**, Vide Letter No. **CIDCO/BP/ATPO/973**, **Dated-17/09/2009**.

**AND WHEREAS**

The members of the building have formed the Co. Operative Housing Society under the name and style of **M/s. SAI POOJA ARCADE CO.OP. HSG. SOCIETY LTD.**, a society duly registered under the Maharashtra Cooperative Societies Act, 1960 under Registration No. **NBOM/CIDCO/HSG(T.C.)/3427/JTR/2010-2011** (hereinafter referred to as The "**SAID SOCIETY**").

**AND WHEREAS**

The SELLER/TRANSFEROR are the bonafide members of **M/s. SAI POOJA ARCADE CO.OP.HSG.SOCIETY LTD.**, on the Plot No.67, in the Sector- 35, at- Kamothe, Navi Mumbai.



**AND WHEREAS**

The SELLER/TRANSFEROR do hereby covenant and declare that they are the registered members of the society and having been admitted by the society as the members.

**AND WHEREAS**

By a First execution of **AGREEMENT FOR SALE** dated: **30/12/2008**, the Developers **M/S. SAI POOJA BUILDERS & DEVELOPERS**, had allotted/Sold the **Flat No.603**, on the **6<sup>th</sup>Floor**, admeasuring about **39.00 Sq. Mt. (Carpet area)** in the Building known as **SAI POOJA ARCADE CHS LTD, onthePlot No.67, in the Sector- 35, at Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad**, (herein after referred to as the said Flat) to the Original Purchaser **MR. BALASAHEB DATTOBA SHINDE**and the Developer had handed over the possession of said Flat to the SELLER.

**AND WHEREAS**

The agreed sale consideration towards purchase of said flat and other charges towards formation of society, share money, MSEB deposit, Water connection deposit , Annual Service charges, legal charges & CIDCO transfer fees have been paid by the original Purchasers of said flat.

**AND WHEREAS**

The SELLER/TRANSFEROR herein are legally, lawfully, absolutely seized, possessed of and otherwise well and sufficiently entitled to the **Flat No.603**, on the **6<sup>th</sup>Floor**, admeasuring about **39.00 Sq. Mt. (Carpet area)** in the Building known as **SAI POOJA ARCADE CHS LTD, onthePlot No.67, in the Sector- 35, at Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad**, “more particularly described in floor plan hereof, annexed hereto”. For brevity sake the **Flat No.603** is hereinafter referred to as the “**SAID FLAT**”.

**AND WHEREAS**

The said plans are sanctioned by the CIDCO on certain terms conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Builders while developing the said Plot/Building.

**AND WHEREAS**

As per the Plans approved by the Corporation the Promoters/ Builders have constructed thereon Building known as “**SAI POOJA ARCADE CHS LTD**” and the Promoters/Builders have the Sole and exclusive rights to dispose of the same on Ownership Basis, to the prospective Purchasers.

**AND WHEREAS**

The Completion Certificate and the Occupancy certificate have been granted by the Additional Town Planning Officer of the CIDCO.

**AND WHEREAS**

The SELLER/TRANSFEROR herein desire to sell, transfer all his/her/their rights, title, interest, claim and ownership in the said Flat in favour of any prospective Purchasers against the payment of lump sum consideration amount of **RS.56,00,000/- (RUPEES-FIFTY-SIX LAKHS ONLY)**.

**AND WHEREAS**

The Purchasers after taking the inspection of relevant papers and documents has approached to the SELLER/TRANSFEROR and shown his/their keen interest, desire in purchasing, acquiring the said Flat for which SELLER/TRANSFEROR have agreed to sale, transfer all her/their rights, title, interest & ownership in the said Flat against the payment of total agreed consideration of **RS.56,00,000/- (RUPEES- FIFTY-SIX LAKHS ONLY)**.



**AND WHEREAS**

The Purchasers hereby confirms that they will use the said flat for Residential Purpose and also regularly pay to the said society their contribution towards property tax and maintenance charges etc. from the date of getting complete possession of the "SAID FLAT".

**AND WHEREAS**

The SELLER/TRANSFEROR have further represented that they will pay maintenance bill, property tax and any other pending dues to the said society up to the date of handing over complete possession of the "SAID FLAT" to the purchasers and thereafter the purchaser shall pay the same.

**AND WHEREAS**

The seller has agreed to pay the Panvel Corporation Property tax before handing over the possession of the said Flat to the Purchaser.

**AND WHEREAS**

Pursuant to mutual negotiations between the parties and relying upon the aforesaid representation and declaration made by the SELLER/ TRANSFEROR herein, the Purchasers have agreed to purchase, acquire the said Flat from the SELLER/TRANSFEROR herein along with all her/their right, title, interest, benefit & ownership upon the terms & conditions mentioned hereinafter.

**AND WHEREAS**

The parties hereto are desirous of recording and reducing into writing the terms and conditions of the agreement for transfer of rights, title and interest in the "SAID FLAT".

**THE SELLER/TRANSFEROR DO HEREBY COVENANT**  
**AS FOLLOWS:**

- a. There are no suits, litigation's civil or any other proceedings pending as against the SELLER/TRANSFEROR personally effective

b. There are no attachments or prohibitory order against or affecting the said flat and the said flat is free from all encumbrances or charges and/or is not the subject matter to any lis pendens or easements or attachments either before or after judgments. The SELLER/ TRANSFEROR has not received any notice neither from the Government, Semi Government or Municipal Corporation regarding nor of the proceedings in respect of the said flat.

c. The said flat is free from all mortgages, charges, and encumbrances of any nature whatsoever.

d. The SELLER/TRANSFEROR have paid all the necessary charges of any nature whatsoever in respect of the said flat and the SELLER/TRANSFEROR have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said flat.

e. The SELLER/TRANSFEROR in the past have not entered into any agreement. either in the form of sale, lease exchange, assignment or in any other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said flat and have not dealt with or disposed off the said flat in any manner whatsoever.

f. Neither the SELLER/TRANSFEROR nor any of her/their predecessor-in-title has received any notice either from the CIDCO and/or from any other statutory body or authorities regarding the acquisition and or requisition of the said flat.

g. The SELLER/TRANSFEROR are in exclusive use, occupation and possession of the said flat and every part thereof and except the Seller no other person or persons are in use occupation and enjoyment of the said flat or any part thereof.

h. The SELLER/TRANSFEROR has good and clear title free from encumbrances of any nature whatsoever of the said flat and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgages or otherwise .

i. The SELLER/TRANSFEROR is/are not restricted either in the Income Tax Act, Gift Tax Act, or under any other statute from disposing off the said flat or any other statute from disposing stated in the Agreement.

j. The SELLER/TRANSFEROR have not done any act, deed, matter or thing whereby he is prevented from entering into this Agreement on the various terms and conditions as stated herein in favor of the Purchasers and the SELLER/TRANSFEROR have all the right, title and interest to enter into this Agreement with the Purchaser on the various terms and conditions as stated herein. Relying upon the aforesaid representations and declarations made by the SELLER/TRANSFEROR herein, the Purchasers have agreed to purchase the said Flat.

k. The Purchaser undertakes to pay any monies, taxes or dues with regards to the anything related to any action regards to stamp duty payable or registration in so far as this agreement for sale or the sale deed which shall be executed after the full consideration amount has been paid to the seller by the Purchaser.

l. The Purchaser has done his due diligence and has accepted that the seller is legally, lawfully, and absolutely seized and possessed and otherwise well and sufficiently entitled to the premises.



**AND WHEREAS**

The SELLER/TRANSFEROR have agreed to assign all the rights, benefits, titles and interests in and upon the said **Flat No.603**, on the **6<sup>th</sup>Floor**, admeasuring about **39.00 Sq. Mt. (Carpet area)** in the Building known as **SAI POOJA ARCADE CHS LTD, onthePlot No.67, in the Sector- 35, at Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad,**to the Purchasers for a proper consideration.

**AND WHEREAS**

Both the parties have held several meetings and discussed the various terms and conditions and also have fixed the Sale price of the said Flat, being of **RS.56,00,000/- (RUPEES- FIFTY-SIX LAKHS ONLY)**.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The SELLER/TRANSFEROR have agreed to sell and the Purchasers have agreed to Purchase **Flat No.603**, on the **6<sup>th</sup>Floor**, admeasuring about **39.00 Sq. Mt. (Carpet area)** in the Building known as **SAI POOJA ARCADE CHS LTD, onthePlot No.67, in the Sector- 35, at Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad,** together with the permanent heredity and absolute right of the use and occupation of the said Flat and together with the benefits of the deposit for a lump sum of **RS.56,00,000/- (RUPEES- FIFTY-SIX LAKHS ONLY)**.

2. In Consideration of the aforesaid representation made by the SELLER/TRANSFEROR, the Purchasers herein agreed to purchase the said flat for the said consideration of **RS.56,00,000/- (RUPEES- FIFTY-SIX LAKHS ONLY)**As follows:-

a) A sum of **RS.50,000/-** paid by PHONE pay no.



c) And the balance amount of **Rs. 54,94,000/-** Shall be paid within 45 Working days from the date of execution of Property registration on raising loan from BANK OR ANY OTHER CO-OP/NATIONALIZED BANKS/ ANY FINANCIAL INSTITUTIONS.

3. The SELLER/TRANSFEROR do hereby covenant with the Purchaser that the said flat agreed to be sold is free from the encumbrances and defects in title of any nature whatsoever and that the Seller has full and absolute power to transfer and deliver possession of the said Flat to the Purchaser.

4. The SELLER/TRANSFEROR when received the full and final consideration shall handed over the physical Possession of the flat to the Purchasers.

5. The Seller do hereby covenant with the Purchasers that they have cleared all dues and charges that were payable and nothing remains to be paid.

6. The Purchasers do hereby covenant that after the vacant and peaceful possession of the said flat handed over to the Purchasers by the SELLER/TRANSFEROR the Purchaser shall at all times thereafter pay of cause to be paid by the share of taxes, any payable.

7. The **NO OBJECTION CERTIFICATE** from the Society/Builder to be obtained by the Seller/ TRANSFEROR.

8. The SELLER/TRANSFEROR have paid their shares of taxes, water charges, society maintenance charges, electricity charges and all other dues in respect of the said Flat up to date and that no part thereof has remained unpaid or outgoings. In the event, if the  
~~aforsaid taxes and other aforsaid charges remain unpaid~~



9. The Seller hereby further covenant with the Purchasers that they shall, at all times whenever called upon by the Purchasers or his Advocate or Solicitor, do and execute, perform or cause to be performed and executed and done at the cost of the Purchasers, all such further acts, deeds, matters and things and writings whatsoever for further and more perfectly conveying the said flat unto and to the use of the Purchasers as shall or may be reasonably required.

10. Save and accept as aforesaid all the terms and conditions of the Agreement made and entered into between the Seller and the Developers **M/S. SAI POOJA BUILDERS & DEVELOPERS**, shall be binding on the Purchaser as if all the same are scheduled of the flat were incorporated in this Agreement.

11. This Agreement shall always be subjected to the provision contained in the Maharashtra Ownership Flat Act, 1963 and Maharashtra Ownership rule 1964 or any other provision of law applicable thereto.

#### **THE SCHEDULE ABOVE REFERRED TO:**

**Flat No.603, on the 6<sup>th</sup>Floor, admeasuring about 39.00 Sq. Mt. (Carpet area) in the Building known as SAI POOJA ARCADE CHS LTD, onthePlot No.67, in the Sector- 35, at Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad.**

#### **THE SCHEDULE OF PLOT**

All that piece and parcel of land admeasuring **799.81 Sq. Mtrs** or thereabout being **onthePlot No.67, in the Sector- 35**, of the layout of land situated lying and being at- **Kamothe**, Tehsil: **Panvel** Dist: **Raigad** in the registration Sub District: **Panvel**



**IN WITNESS WHEREOF** the Parties hereto have set their hands hereunto the day and year hereinabove mentioned.

**SIGNED AND DELIVERED** by the  
Within named "**SELLER/TRANSFEROR**"

**MR. BALASAHEB DATTOBA SHINDE** \_\_\_\_\_

In the presence of .....

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED** by the  
Within named "**Purchaser**"

**1) MR. ANANDA RAMCHANDRA DESAI** \_\_\_\_\_

**AND**

**2) MRS. VAISHALI ANANDA DESAI** \_\_\_\_\_

In the presence of .....



# RECEIPT

Received of and from the within named "Purchaser/Transferee" 1) **MR. ANANDA RAMCHANDRA DESAI** 2) **MRS. VAISHALI ANANDA DESAI** the sum of **RS.50,000/- (RUPEES- FIFTY THOUSAND ONLY)**, being the **part Payment** Settlement of the Sale Price of **Flat No.603**, on the **6<sup>th</sup>Floor**, admeasuring about **39.00 Sq. Mt. (Carpet area)** in the Building known as **SAI POOJA ARCADE CHS LTD**, on the **Plot No.67**, in the **Sector- 35**, at **Kamothe, Navi Mumbai, Taluka:- Panvel, District: Raigad.**

**I SAY RECEIVED**  
**Rs.50,000/-**

**[MR. BALASAHEB DATTOBA SHINDE]**

**"SELLER/TRANSFEROR"**

**WITNESSES :-**

1. \_\_\_\_\_

2. \_\_\_\_\_

