

AGREEMENT OF SALE

ARTICLES OF AGREEMENT made at VAHAL/PANVEL this _____
day of _____, 2024

BETWEEN

MR. PRAKASH NAMDEO MHATRE PAN No.ALSPM2336G, Having
Proprietorship firm in name of SHREE CONSTRUCTIONS address as House No
439, Shree Sadguru Kurpa Building, Near Poonam Tower Sector 20, Nerul Village
Nerul Navi Mumbai 400706. Hereinafter called **“Vendor”**(which
expression shall, unless it be repugnant to the context or meaning
thereof, be deemed to mean and include his heirs, legal
representatives, executors, administrators and assigns) of the ONE
PART.

AND

MR. Rajesh Ram bhulan sharma Having, PAN No. CIIPS5046L , having
address at Rambachan singh chawl no 8/16/C block pipe road Kurla MUMBAI
400070. hereinafter referred to as **“THE PURCHASERS”** (which
expression shall, unless it be repugnant to the context or meaning
thereof, be deemed to mean and include his/her heirs, legal
representatives, executors, administrators and assigns) OF THE
OTHER PART :

WHEREAS the Maharashtra City and Industrial Development
Corporation (CIDCO) is a company registered under the
Companies Act, 1956 (sub-section 1) and the official registered
office of the said company is at Nirmal II Nariman Point,
Mumbai 29. (Hereinafter referred to as the Corporation.) The
said CIDCO Corporation has been declared as the New Town
Development Authority for Navi Mumbai The New City
Development Town planning Act 1965 under section 113 of THE
SUB-Section (1) and (3 and 4) are empowered. Henceforth, for
the sake of convenience, the said Act shall be referred to as the
Maharashtra Regional Town Planning Act, 1965.

WHEREAS one Smt SAKHU BAI SHRAVAN SONAVANE & BHAU SHRAVAN SONAVANE are the owners and/or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situate at Village Vahal , Taluka Panvel, Dist. Raigarh bearing:

Sector .	Plot No.	Area (Sq. meters)	Admissibl F.S.I
25A	14	320	1.5

and within the limits of the Panvel Municipal Corporation and within the Jurisdiction of Registration District Raigarh, Sub-Registration District Panvel, which property is more particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter are called and referred to as the "**SAID PROPERTY**";

AND WHEREAS by and under Deed of Conveyance dated 06.08.2019, registered at the Office of Sub-Registrar of Assurances at Panvel under Sr. No. 10230/2019 dated 06.08.2019 made and executed between Mr Prakash Namdeo Mhatre and other having proprietor firm as Shree Constructions as the party of the first part and Builders/Promoters herein as the party of the other part, the said Smt. Sakubai Shravan Sonawane and Bhau Shravan Sonavane have sold the said property to Shree Construction herein had purchased the same as absolute owner thereof and same is mutated in the name of Builders/Promoters herein as is evidenced through mutation entry No. 39M dated 06.08.2019;

AND WHEREAS Mr Prakash Namdeo Mhatre and Other having proprietor firm as Shree Constructions herein with a view to develop the said property, by constructing multi-storeyed building thereon, submitted necessary plan to that effect with Panvel Municipal Corporation

AND WHEREAS For compensation and resettlement of land to be acquired in Gavthana for proposed Navi Mumbai International Airport and ancillary works at Raigad and relocation of residential/commercial/mixed use construction therein 1) Government Decision Urban Development Department No.CID-1812/P .No. 274/Navi-10, dated 01/03/2014 and 28/03/2014, 2) Government Decision Revenue and Forest Department no. LQN-05/2014/P.No. 39-A-2 dated 16/06/2014, 3) Government Decision Revenue and Forest Department No. RPA 2014/P.No. 52/R-3 Dated 25/06/2014 and CIDCO letter No CIDCO /V.S/OUT/2014 Dated 19/09/2014 has been noted in land acquisition for Navi Mumbai Airport as per the decisions of the Board. And for such edified and compensation and resettlement as the project affected person, the following has been announced to those who will write the agreement unilaterally from the Cidco Office.

AND WHEREAS Allotment Letter No. CIDCO/Aanvit/Rehabilitation/Targhar (Kombadbhuje)/4463 dated 12/04/2017 from the office of CIDCO.

AND WHEREAS to the effect that the lease agreement dated 25/07/2018 dated 25/07/2018 between CIDCO and Ekapakshi in respect of the said plot. In the office of Deputy Registrar Panvel Document no. Paul-1-7668-2018 10230 2 Andhe has been registered, accordingly the said plot 12/40 has been transferred by CIDCO in the names of Ekapakshi on lease for a period of 60 years from 24/07/2018.

AND WHEREAS it is further brought to the notice of Purchaser/s herein that Builders/Promoters herein may acquire adjacent property to said property for the purpose of development and they may amalgamate said adjoining property with said property and accordingly will obtain necessary revised layout sanction. It is further clarified and brought to the notice of the Purchaser/s herein that even if the adjacent property is not amalgamated for ingress and egress to and from such adjoining property for residents, occupants of the buildings to be constructed on said adjoining property and the Purchaser/s herein has/have given his/her/their consent for the same.

AND WHEREAS while granting the permission and sanctioning the plans the Municipal/Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders/Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority;

AND WHEREAS Builders/Promoters have proposed building consists of Flats/Units to be known as “**SUKH SHRAVAN**” hereinafter called and referred to as “said building”.

AND WHEREAS as recited hereinabove, the Builders/Promoters are entitled to develop the said building on said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the Flats/Units constructed in the building on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Units to convey the said land together with the buildings constructed thereon in favour of the Cooperative Housing Society of all those several persons acquiring the respective Flats/Units in the complex subject to terms, conditions, facts and circumstances as mentioned in these presents;

AND WHEREAS the Builders/Promoters expressed their intention to dispose off the Flats/Units in the proposed building on the said property to be known as “**SUKH SHRAVAN**”;

AND WHEREAS prior to making offer, as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976 the Purchaser/s has/have made a declaration to the effect firstly that neither he/she, the Purchaser/s nor the members of the family of the Purchaser/s own a tenement, house or building within the limits of the registration district and

sub-registration district mentioned in the schedule hereunder appearing;

AND WHEREAS the Vendor shall accordingly Sell and the Purchaser/s shall purchase acquire the said Flat/Unit by becoming member/share holder/constituent of the proposed co-operative society and the Purchaser/s shall pay to the Builders/Promoters **Rs.30,00,000/- (Rupees Thirty Lacs Only.)** as the agreed lumpsum price/consideration in respect of the Flat/Unit bearing No. **204 on 2nd floor** admeasuring Area:29.94 per SQ.mt. Carpet area. Of Utility area in the building to be named as “SUKH SHRAVAN”

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

1. The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase and acquire the said premises together with the right of ownership and of use and occupation of the said premises at or for the lump sum price consideration of Rs.30,00,000/- (Rupees Thirty Lakhs Only).
2. The Purchaser has paid to the Vendor on or before the execution of this Agreement the sum of Rs. _____ as and by way of earnest/Advance money or deposit (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof the Vendor doth hereby forever acquit, release and discharge the Purchaser and the balance payment will be made by the Purchaser on release of Bank loan after registration of Agreement.

3. The Vendor doth hereby covenant with the Purchaser that the Vendor has paid in full the consideration for the acquisition of the said premises and shall pay all outgoings in respect thereof up to these day and that if any such amount or amounts or any part thereof is found lawfully due and/or is in fact recovered from the Purchaser then the same shall be reimbursed by the Vendor to the Purchaser and the Vendor doth hereby agree and undertake to indemnify and keep the Purchaser indemnified for the amount so paid and all the expenses lawfully incurred by the Purchaser in respect thereof.
4. The Vendor doth hereby further covenant with the Purchaser that on being put in possession of the said premises, the Purchaser shall quietly and peacefully possess use and enjoy the said premises without any let hindrance denial demand interruption or eviction from the Vendor or from any other person lawfully or equitably claiming through under or in trust for the Vendor.
5. The Purchaser doth hereby covenant with the Vendor that the Purchaser shall pay all the outgoings taxes and maintenance charges in respect of the said premises from today onwards and shall become a member of the Society as and when formed and shall abide by the byelaw's rules and regulations of the said Society.

6. The Purchaser doth hereby covenant with the Vendor that if the Purchaser cancels or terminates these agreements before payment of balance agreement then in that case the earnest money/deposit paid by Purchaser of Rs._____/-(Rupees _____ Only) to the vendor shall be forfeited.
7. The Vendor doth hereby further covenant with the Purchaser that the Vendor shall, from time to time and at all times hereafter, whenever called upon by the Purchaser or his Advocate or Attorney, do and execute or cause to be done and executed all such acts deeds and things whatsoever for more perfectly securing the interest of the Purchaser in the said premises that may be reasonably required.
8. The Vendor doth hereby further declare that the Vendor has full right and absolute authority to enter into this Agreement and that the Vendor is the sole and absolute owner of the said premises and that the Vendor has not done or performed any act deed matter or thing whatsoever whereby the Vendor may be prevented from entering into this Agreement and/or transferring the said premises as purported to be done hereby or whereby the Purchaser hereof may be obstructed or hindered in enjoying the rights conferred or transferred hereby in the Purchaser's favour, or whereby the quiet and peaceful possession or enjoyment of the Purchaser in respect of the said premises may be disturbed.

9. The Vendor doth hereby declare that the said premises are not the subject matter of any pending litigation nor of any attachment, either before or after judgement, and that there are no subsisting orders under any of the laws relating to taxation of income or wealth which prohibit or prevent the Vendor from dealing with or disposing of the said premises as is hereby contemplated.

10. All out-of- pocket expenses of and incidental to this Agreement including the stamp duty and registration charges shall be borne and paid by the Purchaser.

SCHEDULE ABOVE REFERRED TO

Flat No. 204 on 2nd floor admeasuring Area:29.94 per SQ.mt. Carpet area. Of Utility area in the building to be named as “SUKH SHRAVAN” being constructed on property Village Vahal, Taluka Panvel, District Raigad proposed to be constructed on property bearing Plot No 14, Sector 25A within the limits of Panvel Municipal Corporation and within the Jurisdiction of Registration District Raigad, Sub-Registration District PANVEL.

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

SIGNED SEALED AND DELIVERED)

by the within named VENDOR)

MR. PRAKASH NAMDEO MHATRE, Having Proprietorship firm “**SHREE CONSTRUCTIONS**”)

in the presence of)

1.)

2.)

SIGNED SEALED AND DELIVERED)

By the within named PURCHASER)

MR. Rajesh Ram Bhulan Sharma.)

In the presence of)

1)

2.)