

AGREEMENT TO SELL

This **AGREEMENT TO SELL** of Flat is made and entered at **Kharghar**, on this _____ day of _____, **2024** BETWEEN, **(1) Mr. RAVI RANJAN JHA**, having **PAN- ADIPJ 5020 C**, aged about- **58** years, **(2) Mrs. HARJEET KAUR**, having **PAN- _____**, aged about- ____ years, **both** adult(s) **NRI**, presently residing at- _____ and permanent address in INDIA- **C/O. Dr. S. R. JHA, ASHRAM MOHALLA, MADHAV CHOWK, ARARIA, BIHAR- 854311**, hereinafter called the **TRANSFEROR(S)/ VENDOR(S)** (in which expression shall unless it be repugnant to the context or meaning thereof shall mean & include **their** heirs, executors, administrators, successors, attorney's and assigns) of the **ONE PART**.

AND

(1) Mr. VINOD KUMAR SINGAL, having **PAN- BHJPS 4415 G**, aged about- **63** years, **(2) Mrs. SAVITA VINOD SINGAL**, having **PAN- AUEPS 3250 Q**, aged about- **61** years, **both** adult(S), Indian Inhabitants, residing at- **ROOM NO- 203, PRAJAPATI LAWNS, PLOT NO- 7, SECTOR NO- 6, KHARGHAR, RAIGARH, MAHARASHTRA- 410 210**, hereinafter called the **TRANSFEEE(S)/ PURCHASER(S)** (in which expression shall unless it be repugnant to the context or meaning thereof shall mean & include **their** heirs, executors, administrator, successors, attorney's and assigns) of the **OTHER PART**.

DESCRIPTION OF PROPERTY

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FLAT NO:	FLOOR:	WING:	PLOT NO:	SECTOR NO:
A-303	3 rd	A	7	6

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BUILDING KNOWN AS : "PRAJAPATI LAWNS".
SOCIETY KNOWN AS : M/s. PRAJAPATI LAWNS CHS. LTD.
NODE : KHARGHAR, NAVI MUMBAI,
:TAL- PANVEL, DIST- RAIGAD.

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FLAT AREA	: 59.014 SQ. MTRS. BUILT- UP, along with transfer of allotted Stilt Car Parking Space No.S-11.
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BUILDING STRUCTURE : GROUND + 9 UPPER FLOORS WITH LIFT.

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TRANSFEROR(S)/ VENDOR(S)

TRANSFEEE(S)/ PURCHASER(S)

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SALE PRICE : **Rs.1,00,00,000/- (Rupees. One Crore Only).**

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Hereinafter collectively referred to as “the said Flat”.

1) WHEREAS THE NODE **KHARGHAR** falls within the working limit of CIDCO Ltd., (CITY AND INDUSTRIAL DEVELOPMENT CORPORATION LIMITED) and under the Panvel Municipal Corporation.

2) AND WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION LIMITED is a Company incorporated under the Companies Act 1956, hereinafter referred to as “THE CORPORATION” and having its office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021.

3) AND WHEREAS the Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub-section (1) and (3-A) of Section 113 of MRTP Act 1966 [Maharashtra Act No. XXXVII of 1966] hereinafter referred to as “the said Act”.

4) AND WHEREAS the State Government, pursuant to Section 113-A of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

5) BY Virtue of being Development Authority The Corporation has been empowered under Section 118 of the Said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the Said Act.

6) AND WHEREAS by an Agreement To Lease, dated 22nd March, 2005 made and entered into between the said M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., therein referred to as Corporation of the One Part and M/s. AMPHRAY INVESTMENTS & FINANCE CO. PVT. LIMITED, therein referred to as the Licensee of the Other Part, the said Corporation has consented to grant to the Licensee a Lease of all that piece or parcel of land bearing Plot No. 7 in Sector No. 6 of Kharghar containing by admeasurement 4112.79 Sq. Mtrs. or thereabouts and more particularly described in the Schedule hereunder written on the terms and conditions contained in the said Agreement.

7) AND WHEREAS M/s. City and Industrial Development Corporation of Maharashtra Ltd., has in response to the letter of M/s. G. AMPHRAY INVESTMENTS & FINANCE CO. PVT. LTD., agreed to permit the sale of the constructed properties on the said plot as per the provisions of the CIDCO vide Letter No. CIDCO/ M (TS)/ EO/ (II) 2005/ 1333, dated- 26/05/2005.

8) AND WHEREAS the said M/s. G. Amphray Investments & Finance Co. Pvt. Ltd., have changed its name to M/s. Prajapati Lawns Premises Pvt. Ltd., as can be evidenced from the Certificate issued by the Registrar of Companies on 4th May, 2006 and further noted by CIDCO under its Ref. No. CIDCO/ EMS/ AEO (HQ)/ 2006/ 8768, dated- 06/07/2006.

9) AND WHEREAS, the Developer have appointed an Architect registered with the Council of Architects and whereas the Developers have appointed a structural Engineer for the preparation of the structural design and drawing of the Developers accept the professional supervisions of the Architect and the structural Engineer till the completion of the building/ buildings.

10) AND WHEREAS the said Developer with the intent to develop the said property by constructing buildings thereto has got the plans sanctioned from CIDCO and Commencement Certificate has been issued by the said Authority under No. CIDCO/ BP/ ATPO/ 1048, dated- 12/07/2005 permitting development of the said property.

11) AND WHEREAS pursuant to the TITLE REPORT issued by **Mr. G. K. JAGIASI & Co.**, Advocate High Court, the title of the Said Plot is adjudged to be clear and marketable.

12) AND WHEREAS-

(i) The said Developer **M/s. PRAJAPATI LAWNS PREMISES PVT. LTD.**, sold the said Flat for proper consideration vide **AGREEMENT FOR SALE** duly executed on 05/12/2006 and the same was registered with the Sub- Registrar Of Assurance Office Panvel-1 vide Document bearing no- PVL 1- 09319- 2006, Receipt No - 9318, dated- 05/12/2006 & SUPPLYMENTRY AGREEMENT TO AGREEMENT FOR SALE duly executed on 22/07/2008 and the same was registered with the Sub- Registrar Of Assurance office Panvel- 1 vide Document bearing no- PVL1- 07083-2008 and vide Receipt no- 7486, dated- 18/09/2008 **(1) Mr. RAVI RANJAN JHA, (2) Mrs. HARJEET KAUR, (the Original Purchaser.**

(ii) AND WHEREAS after successfully conveyance of the building the said Corporation (CIDCO) had issued the Occupancy Certificate to the said building vide its Letter bearing Ref. No. CIDCO/ BP/ ATPO/ 419, dated- 15/02/2008.

(iii) AND WHEREAS the said developer handed over peaceful possession of the said Flat vide its Possession Letter, dated- _____.

TRANSFEROR(S)/ VENDOR(S)

TRANSFeree(S)/ PURCHASER(S)

(iv) The TRANSFEROR(S)/ VENDOR(S) along with other unit Purchaser(s) formed into a Co-Operative Housing Society Ltd., and named it as "M/s. PRAJAPATI LAWNS CO-OP HOUSING SOCIETY LTD", duly registered under no.. **N.B.O.M/ CIDCO/ HSG/ (O.H.) 2973/ JTR/ YEAR 2009-2010, dated- 05/06/2009**, under the Maharashtra Co-Operative Societies Act, 1960 and as such **members they are** occupying as owners the **Flat No- A-303, 3rd Floor, A Wing, M/s. PRAJAPATI LAWNS CO-OPERATIVE HOUSING SOCIETY LTD.**, standing on **Plot No- 7, Sector No- 6**, belonging to the said Society in Kharghar node of Navi Mumbai.

(v) The area of the said Flat is **admeasuring about- 59.014 SQ. MTRS. BUILT-UP.**

(vi) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) **are the** bonafied member of the said Society, and the said Society has issued the Share Certificate, dated- 04/03/2019 bearing no. **11** for **5** fully paid up share of Rs. 50/- each bearing distinctive serial no. **051 to 055.**

(vii) The TRANSFEROR(S)/ VENDOR(S) **are the** lawful **owners** of the said **Flat** and well sufficiently seized and possessed and **are** entitled to sell and transfer the said **Flat** to the **TRANSFEE(S)/ PURCHASER(S)** by virtue of the said Agreement and this present shall always be subject to the said Agreement(s).

(viii) The **TRANSFEE(S)/ PURCHASER(S)** intend to purchase the said **Flat** and with such intention approached the TRANSFEROR(S)/ VENDOR(S).

(ix) The TRANSFEROR(S)/ VENDOR(S) have agreed to transfer/sell **their** right to occupy the said Flat and all **their** rights, title and interest therein as well as to transfer **their** shares in the said Society to the **TRANSFEE(S)/ PURCHASER(S)** on such terms and conditions agreed and set between the parties hereto in writing.

13) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) **are** absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat & of undivided interest appurtenant to the said Flat **along with transfer of allotted Stilt Car Parking Space No.S-11** and to the common areas and facilities of the said land & building as mentioned above.

14) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) have disclosed and given an inspection of the documents pertaining to the title of the TRANSFEROR(S)/ VENDOR(S) and accordingly the **TRANSFEE(S)/ PURCHASER(S)** **are** satisfied regarding the title and ownership of the TRANSFEROR(S)/ VENDOR(S).

15) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) have agreed to sell the above described Flat to the **TRANSFEEE(S)/ PURCHASER(S)** together with all **their** rights, title and interest therein and the undivided interest appurtenant the said Flat to the common areas and facilities for a **total price of Rs.1,00,00,000/- (Rupees. One Crore Only)**

16) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) shall pay service charges, maintenance and repair charges to the society till handing over of the Possession of the said Flat and will also pay the electricity charges etc to the respective authorities up-to-date.

17) AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) have applied to the said Society for the grant of permission to sell and transfer the said Flat to the **TRANSFEEE(S)/ PURCHASER(S)** and accordingly the said Society has granted the **NOC, dated - _____** to the TRANSFEROR(S)/ VENDOR(S).

AND WHEREAS the parties are desirous of recording the terms and conditions as follows:

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

1. AND WHEREAS the TRANSFEROR(S)/ VENDOR(S) have agreed to transfer/ sell and the **TRANSFEEE(S)/ PURCHASER(S)** have agreed to purchase the **FLAT NO- A- 303, 3rd FLOOR, "A" WING, in building known as "PRAJAPATI LAWNS", society known as M/S. PRAJAPATI LAWNS CHS LTD., PLOT NO - 7, SECTOR NO- 6, KHARGHAR, NAVI MUMBAI- 410 210, TAL- PANVEL, DIST- RAIGAD, admeasuring area of about- 59.014 SQ. MTRS. BUILT-UP, (i.e. the said Flat) along with transfer of allotted Stilt Car Parking Space No.S-11, for valuable consideration of Rs.1,00,00,000/- (Rupees. One Crore Only) together with all rights, title, interests and membership.**
2. The **TRANSFEEE(S)/ PURCHASER(S)** have agreed to acquire all rights, title, interests and membership of the TRANSFEROR(S)/ VENDOR(S) in respect of the said Flat with all its assets and deposits in the society. The TRANSFEROR(S)/ VENDOR(S) shall transfer and assign to the **TRANSFEEE(S)/ PURCHASER(S)** all **their** rights, title, interests, and benefit in respect of the said Flat.
3. The **TRANSFEEE(S)/ PURCHASER(S)** have agreed to pay a sum of **Rs.1,00,00,000/- (Rupees. One Crore Only)** as follows:

TRANSFEROR(S)/ VENDOR(S)

TRANSFEEE(S)/ PURCHASER(S)

a. MODE OF PAYMENT:

Sr. No.	Bank Name & Branch	Cheque/ D.D./ RTGS No.	Dated	Amount (Rs.)
1	KOTAK MAHINDRA BANK	UTR NO- KKBKH24277631823	03/10/2024	Rs.1,00,000/-
2				
3				
4				
5				

b. The T.D.S. has been deducted u/s 195 of the Income Tax Act, 1961 as per the rate prescribed in the lower TDS certificate issued by the Income Tax Officer, International Taxation, Ward 4(2)(1), Mumbai vide Document Identification Number: 197(1)/BYGPS7608F/2024-25/1 dated 16.07.2024. The TRANSFEREE(S)/ PURCHASER(S) has paid the said TDS and handed over the copy of Challan to TRANSFEROR(S)/ VENDOR(S). Further the said T.D.S. amount shall be adjusted against the total sale consideration. The TRANSFEREE(S)/ PURCHASER(S) undertakes to file the TDS return in Form 27Q and handover the Form 16A to the TRANSFEROR(S)/ VENDOR(S) within the stipulated time so that the TDS so deducted and paid is reflected as Income tax credit of TRANSFEROR(S)/ VENDOR(S) in his 26AS.

c. The balance sum of Rs.80,00,000/- (Rupees. Eighty Lakhs Only) shall be paid on availing the loan from any Bank or Financial Institution OR/ and from Own Contribution. The transaction shall be completed within 45 working days from the date registration of Agreement.

4. On registration of Deed Of Assignment as required by the law & CIDCO and on receiving the full and final payment the TRANSFEROR(S)/ VENDOR(S) have agreed to hand over the possession of the said **Flat** along with the original keys and other documents relating to the said **Flat** (if any) in possession of the TRANSFEROR(S)/ VENDOR(S) to the **TRANSFEREE(S)/ PURCHASER(S)** .

5. The TRANSFEROR(S)/ VENDOR(S) shall execute all papers, forms, declaration and documents as required by the law in favour of the **TRANSFeree(S)/ PURCHASER(S)** for effectual transfer of **their** interest in respect of the said Flat .
6. The **TRANSFeree(S)/ PURCHASER(S)** have agreed to pay the entire expenses incidental towards the payments of Stamp Duty and Registration Charges to the lawful authority.
7. The Parties hereto further declare and agree that the TRANSFEROR(S)/ VENDOR(S) shall be liable for the payment to the lawful authority of all outgoings including Municipal Taxes, Property Taxes, Society Maintenance Charges, Water Charges, etc., (whichever is applicable in the node) in respect of the said Flat till the end of the deal i.e. upto the date of delivery of possession of the said Flat and thereafter the **TRANSFeree(S)/ PURCHASER(S)** shall be liable to pay all such outgoings i.e. after the possession.
8. The TRANSFEROR(S)/ VENDOR(S) doth hereby covenant with the **TRANSFeree(S)/ PURCHASER(S)** that notwithstanding any act, deed, matter of things whatsoever by the TRANSFEROR(S)/ VENDOR(S) or any person or persons lawfully or equitably claiming by, from, through, under or in trust for **them made (if any)**, done, committed, omitted or willingly suffered to the contrary and TRANSFEROR(S)/ VENDOR(S) now and have in **themselves** good right, title and absolute authority to sell, transfer and assign the benefits of the said Flat to the **TRANSFeree(S)/ PURCHASER(S)** in manner aforesaid.
9. The TRANSFEROR(S)/ VENDOR(S) doth hereby covenant with the **TRANSFeree(S)/ PURCHASER(S)** that the TRANSFEROR(S)/ VENDOR(S) shall from time to time and all times hereafter at the request and cost of the **TRANSFeree(S)/ PURCHASER(S)** do and execute or caused to be done or execute all acts, deeds, matter things, conveyance and assurance and rights whatsoever for the better and further more perfectly and absolutely getting the said shares and the said Flat and every part thereof vested in the **TRANSFeree(S)/ PURCHASER(S)** .
10. It is further agreed and declared by the TRANSFEROR(S)/ VENDOR(S) that:
 - a. There are no suits, litigations, civil or criminal or any other proceedings pending as against the said Flat.

- b. There are no attachment or prohibitory orders as against or affecting the said Flat and is free from all encumbrances or charges and/ or not the subject matter to any lispence of ease, easements or attachments. The TRANSFEROR(S)/ VENDOR(S) have not received any notice either from the said society, Bank, the Government, Semi-Government or Municipal Corporation regarding any of the proceedings in respect of the said Flat.
- c. The TRANSFEROR(S)/ VENDOR(S) have paid all the necessary charges of any nature whatsoever in respect of the said Flat and the TRANSFEROR(S)/ VENDOR(S) have not received any notice from any statutory body or authorities or SOCIETY/ Association asking for the payment of any nature whatsoever in respect of the said Flat.
- d. The TRANSFEROR(S)/ VENDOR(S) in past have neither entered into any agreement either in the form of sale, lease, exchange, assignment or in any other way whatsoever in respect of the said Flat and nor has created any tenancy, leave and license or any other rights of the like nature in respect of the said Flat in whatsoever manner.
- e. The TRANSFEROR(S)/ VENDOR(S) have not received any notice either from the said Society and/or from any other statutory body or authorities regarding the acquisition and/or requisition of the said Flat.
- f. The TRANSFEROR(S)/ VENDOR(S) are in exclusive occupation and possession of the said Flat and every part thereof and except the TRANSFEROR(S)/ VENDOR(S) and **their** family, no other person or persons is/are in use, occupation and enjoyment of the said Flat or any part thereof.
- g. The TRANSFEROR(S)/ VENDOR(S) have good and clear title free from encumbrances of any nature whatsoever in respect of the said Flat and every part thereof and there are no outstanding estate or effects by way of lease, lien, charge, inheritance, sale, gift, trust or otherwise however outstanding against the TRANSFEROR(S)/ VENDOR(S) and against the said Flat or any part thereof.
- h. The TRANSFEROR(S)/ VENDOR(S) hereby indemnify and keep indemnified the **TRANSFeree(S)/ PURCHASER(S)** from and against any claim, loss, damage by any person or persons or any other statutory authority up to completion of this transaction in respect of the said Flat and against all unpaid taxes and dues for all such period during which **they** held the said Flat.

- i. The TRANSFEROR(S)/ VENDOR(S) have not done any act, deed, matter or thing whereby **they are** prevented from entering into this Agreement on the various terms and conditions as stated herein in favour of the **TRANSFEE(S)/ PURCHASER(S)** and the TRANSFEROR(S)/ VENDOR(S) has all the rights, title and interest to enter into this Agreement with the **TRANSFEE(S)/ PURCHASER(S)** on the various terms and conditions as stated herein.
 - j. On taking the possession of the said Flat the **TRANSFEE(S)/ PURCHASER(S)** will be entitled to occupy the same without any claim or interruption from the TRANSFEROR(S)/ VENDOR(S) or any person claiming under **them (if any)**.
 - k. The TRANSFEROR(S)/ VENDOR(S) **are** aware that relying on the said representation the **TRANSFEE(S)/ PURCHASER(S)** have agreed to purchase the said Flat.
11. The said Flat will be delivered to the **TRANSFEE(S)/ PURCHASER(S)** in the condition as it is and the TRANSFEROR(S)/ VENDOR(S) will not be liable to make any addition or alteration therein.
12. On the delivery of vacant possession of the said Flat the **TRANSFEE(S)/ PURCHASER(S)** will be the absolute owners thereof with all the rights of occupation thereto as member of the said Society and thereafter the TRANSFEROR(S)/ VENDOR(S) will have no right, title or interest therein.
13. The **TRANSFEE(S)/ PURCHASER(S)** will hold the said Flat on and subject to the bye-laws of the Society and the resolutions passed by the Society and the Managing Committee from time to time and as a member of the Society and also subject to the clauses of the Agreement to Lease.
14. Both the parties reserve the right of Specific Performance of this Agreement as agreed herein above.
15. This transaction/deal has taken place in **Kharghar**, the property is situated at **Kharghar** and the payment is made at **Kharghar** hence it comes under the **Panvel** Jurisdiction.

SCHEDULE OF THE PROPERTY

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No. 7 admeasuring 4112.79 Sq. Mtrs. in Sector No. 6 of Kharghar, Taluka Panvel & District Raigad within the limits of Navi Mumbai Municipal Corporation within the Registration District & Sub-District Panvel bounded as follows:

ON OR TOWARDS THE NORTH - Plot No. 09.

ON OR TOWARDS THE SOUTH - 12.50 meters Wide Road.

ON OR TOWARDS THE EAST - Plot No. 08.

ON OR TOWARDS THE WEST - _____.

SECOND SCHEDULE ABOVE REFERRED TO:

All that **FLAT NO- A-303, 3rd FLOOR, "A" WING, in building known as "PRAJAPATI LAWNS", society known as M/S. PRAJAPATI LAWNS CHS LTD., PLOT NO - 7, SECTOR NO- 6, KHARGHAR, NAVI MUMBAI- 410 210, TAL- PANVEL, DIST- RAIGAD, admeasuring area of about- 59.014 SQ. MTRS. BUILT-UP, along with transfer of allotted Stilt Car Parking Space No.S-11.**

ANNEXURES

<u>Sr. No.</u>	<u>COPY OF DOCUMENTS</u>	<u>MARKED AS</u>
1.	FLOOR PLAN	ANNEXURE-1
2.	COMMENCEMENT CERTIFICATE	ANNEXURE-2
3.	TITLE CERTIFICATE	ANNEXURE-3
4.	OCCUPANCY CERTIFICATE	ANNEXURE-4
5.	POSSESSION LETTER	ANNEXURE-5
6.	SOCIETY REGISTRATION CERTIFICATE	ANNEXURE-6
7.	SHARE CERTIFICATE	ANNEXURE-7
8.	SOCIETY NOC	ANNEXURE-8

IN WITNESS WHEREAS THE PARTIES herein have hereunto set and subscribe their respective hand the day and the year hereinabove mentioned.

SIGNED, SEALED AND DELIVERED)

By the within named TRANSFEROR(S)/ VENDOR(S)

(1) Mr. RAVI RANJAN JHA)

PAN- ADIPJ 5020 C.

(2) Mrs. HARJEET KAUR)

PAN- _____.

In the presence of)

1.

2.

SIGNED, SEALED AND DELIVERED)

By the within named **TRANSFEE(S)/ PURCHASER(S)**

(1) Mr. VINOD KUMAR SINGAL)

PAN- BHJPS 4415 G.

(2) Mrs. SAVITA VINOD SINGAL)

PAN- AUEPS 3250 Q.

In the presence of)

1.

2.

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees. _____ Only) from and of (1) Mr. VINOD KUMAR SINGAL, (2) Mrs. SAVITA VINOD SINGAL, as part payment amount as per the following mode adjustable from the total consideration amount of Rs.1,00,00,000/- (Rupees. One Crore Only) towards the sale of FLAT NO- A-303, 3rd FLOOR, "A" WING, in building known as "PRAJAPATI LAWNS", society known as M/S. PRAJAPATI LAWNS CHS LTD., PLOT NO - 7, SECTOR NO- 6, KHARGHAR, NAVI MUMBAI- 410 210, TAL- PANVEL, DIST- RAIGAD, admeasuring area of about- 59.014 SQ. MTRS. BUILT-UP, along with transfer of allotted Stilt Car Parking Space No.S-11.

MODE OF PAYMENT:

Sr. No.	Bank Name & Branch	Cheque/ D.D./ RTGS No.	Dated	Amount (Rs.)
1	KOTAK MAHINDRA BANK	UTR NO- KKBKH24277631823	03/10/2024	Rs.1,00,000/-
2				
3				
4				
5				

WE SAY RECEIVED

Rs. _____/-

(Rupees. _____ Only)

(1) Mr. RAVI RANJAN JHA,

(2) Mrs. HARJEET KAUR.

TRANSFEROR(S)/ VENDOR(S)

WITNESSES:-

1.

2.