


20 Rs.





विक्रिते दिनांक : २२/१२/१९९३
 अनुक्रमांक : २२७.....
 अधिकारी... Assistant Estate Officer
 CIDCO Ltd; Nerul,
 दिनांक... १-४ JAN 1994

Agreement No. _____/2011

Station: Chandrashekhar M. K.
 Miss Dayu Chandrashekhar


 Assistant Estate Officer
 CIDCO Ltd; Nerul.

AGREEMENT OF SALE

THIS AGREEMENT made at Sanpada, New Bombay, this 4th day of January ~~Feb~~ 1966 One Thousand Nine Hundred Ninety Four between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at "Nirmal", 2nd floor, Nariman Point, Bombay - 400 021. hereinafter referred to as "The Corporation" (which expression shall, unless it be repugnant to the context or meaning thereof include its successors and assigns) of the One Part AND Shri. Chandrasekar Mangalkar
A-2/1.1, Sector-3,
Sanpada, New Bombay.
.....
.....
..... Indian Inhabitant.

HEREINAFTER REFERRED to as "The Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof include his/her heirs, executors, administrators and permitted assigns) of the other part :

WHEREAS

1. The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under sub section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) hereinafter referred to as "the MRTPA Act").

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2. The State Government is, pursuant to Section 113A of the MRTP Act, is acquiring lands described therein and vesting such lands in the Corporation for Development and disposal.
3. The Corporation has constructed on one of such lands building of ground and upper floors, such building, comprising of flats and being designated as type building.
4. The Purchaser has before applying to the Corporation for purchase of flat in the said buildings made requisition for inspection from the Corporation and the Corporation has given inspection to the Purchaser of the original building plans and its specifications which the Purchaser doth hereby confirm and which has been duly approved by the Corporation.
5. The Certificate of title and Deeds as disclosed by the Corporation pertaining to the said land have been inspected by the Purchaser.
6. The Corporation has decided that the said flat should be sold on what is known as "ownership basis" with the condition that the allottees of the flats in the said buildings shall from themselves constitute into Co-operative Housing Societies, duly registered under the provisions of the Maharashtra Co-operative Societies Act 1960 after payment by them in full to the Corporation of the sale price of the flats allotted to them and all other money payable by them under their respective Agreements for sale with the Corporation and that the Corporation would thereafter grant to such Co-operative Societies a Lease of land on which the said building is constructed together with the said land and more particularly described in the Schedule hereunder written for a period of sixty years on the nominal rent of Rupees One Hundred per year.
7. The Corporation has disclosed to the Purchaser the nature of fixtures, fittings and amenities provided for the in the said building.
8. A draft of the Lease Deed annexed hereto be executed with the Co-operative housing Societies, on its formation by the allottees of the said flats has been shown to the Purchaser for inspection and the Purchaser doth hereby confirm to have inspected and approved to their satisfaction.
9. The Purchaser has agreed to purchase from the Corporation on what is known as "Ownership Basis" a flat No. A-2/1/1, Sec 3 at or for the total price of Rs. 4,64,407/- (Rupees Four lakh sixty four thousand four hundred seven only). upon the subject to the terms and conditions hereinafter contained and also upon subject to the terms and conditions of the Lease of the said land and building to be granted by the Corporation to the Co-operative Housing Society, as aforesaid.

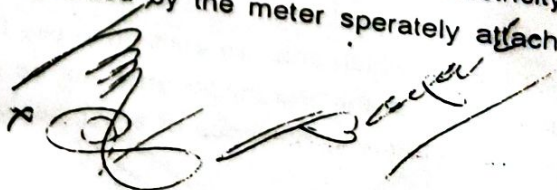

Assistant Estate Officer
CIDCO Ltd; Nerul.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows :

1. The Purchaser has prior to the execution of the Agreement satisfied himself about the title of the Corporation to the said land and the Purchaser shall not be entitled further to investigate the title of the Corporation to the said land and no requisition or objection shall be made or raised by the Purchaser on any issue relating thereto and arising therefrom.
2. The Corporation agrees to sell and the Purchaser agrees to purchase flat bearing No. A-2/1:1 on Fos floor of building No. A-2 in the said building (hereinafter referred to as "the said flat") admeasuring 76.900 sq. mtrs. or thereabouts as per the Plan and specifications seen and approved by him, copy whereof is hereto annexed marked "Annexure A" at or for the price of Rs. 4,64,407/- (Rupees Four lakh sixty four thousand four hundred seven only) which shall be paid by the Purchaser before the execution of this Agreement which the Purchaser has paid, the receipt whereof the Corporation doth hereby acknowledge.
3. Without prejudice to other rights of the Corporation under this Agreement and/or law, the time being in force Purchaser shall be liable to pay to the Corporation interest at the rate of 21% per annum on all amounts becoming due and payable by the Purchaser under this 'Agreement if such amount remains unpaid for seven days or more after becoming due, upto period of 6 months and thereafter the interest will be payable at the rate of 25% per annum on such amount.
4. Possession of the said flat shall be delivered to the Purchaser on the date of the execution of this Agreement. The Purchaser hereby confirms to have received the possession of the said flat.
5. Upon possession of the side flat being delivered to the Purchaser, he shall be entitled to the use and occupation of the said flat for the residence of himself and his family and he shall thereafter have no claim against the Corporation in respect of any item of work in the said flat or building which may be alleged not to have been carried out or completed.
6. The Corporation shall have the right until the execution of the Lease in favour of the said Co-operative Housing Society when formed to make additions or alterations to the said building (but not so as to adversely affect the said flat or its user), The terrace of the top floor of the building including the parapet walls, the roof shall, until the transfer of the property to the Co-operative Housing Society as aforesaid, always be the property of the Corporation, and this Agreement and all other Agreements for sale with the other Purchaser of flats in the said building shall be subject to the aforesaid rights of the Corporation which shall be entitled to use the terrace including the parapet walls for any purpose and the Purchaser shall not be entitled to raise any objection on the ground of inconvenience, nuisance or any other ground whatsoever.

7. The Purchaser shall have no claim to any portion of the said land and building save and except in respect of the said flat nor shall he have claim or right of any nature whatsoever over any open space, lobbies, staircases, common terraces, which will remain the property of the Corporation until the said land and building are absolutely transferred to the said Co-operative Housing Society, when formed, but subject to the right of the Corporation as mentioned in 'clause 7' hereof.
8. The Purchaser shall be liable to bear and pay his proportionate share of all property taxes and charges for electricity meter and other service and all other out-goings and his share in common expenses payable in respect of the said flat and referred to in 'clause 10' hereof.
9. The Purchaser agrees and binds himself to pay regularly every month, by the fifth of each month to the Corporation, until the Lease has been executed by the Corporation in favour of the Co-operative Housing Society, and thereafter to the said Co-operative Housing Society, his proportionate share that may be specified by the Corporation and/or the said co-operative society of (a) insurance premium, (b) all service charges, Municipal taxes and other rates taxes charges and out-goings that may from time to time be levied against the land and/or building, including water taxes and water charges. (c) out-goings for the maintenance repair and management of the said building, open areas, compound walls, common facilities, services and utilities and other outgoings and collection charges incurred in connection with the said flat and/or the said building and also his proportionate shares of the ground rent payable to the Corporation. The Purchaser shall deposit and keep deposited with the Corporation, before taking possession of said flat, a sum of Rs. as deposit towards the aforesaid expenses and outgoing.
- The said sum shall not carry any interest and will remain with the Corporation until the said Lease is executed between the Corporation and the Co-operative Housing Society and thereafter the said deposit shall be transferred and paid over to the said Co-operative Housing Society for being held in deposit.
10. In the event of any amount by way of premium of the State Government or betterment charges or development tax or payment of a similar nature becoming payable by the Corporation in respect of the said land and/or building the same shall be reimbursed by the Purchaser to the Corporation in proportion of the areas of the said flat to the total area of all flats and in determining such amount the decision of the Corporation shall be conclusive and binding upon the Purchaser.
11. (a) The Purchaser shall obtain electricity connection after completion necessary formalities. The Purchaser shall pay to the Maharashtra State Electricity Board connection charges and electric energy charges for the electricity consumed in respect of the said flat as recorded by the meter separately attached to the said

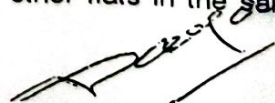

Assistant Estate Officer
CIDCO Ltd; Nerul.



- (b) The Purchaser shall make if necessary an application to the concerned authority after completion of necessary formalities. The Purchaser shall pay to the said Corporation water charges as may be apportioned and determined in respect of the said flat by the Corporation. The Purchaser agrees and declares that such apportionment or determination of water charges by the Corporation shall be final and conclusive and binding on him.
12. The Purchaser shall not without the previous permission in writing of the Corporation, let, sub-let, sell, transfer assign or part with his interest in or beneficiary of this Agreement by way of sale, Gift, Lease or in any other manner in favour of any person or persons or part with the possession. The Corporation may grant such permission to the Purchaser subject to such terms and conditions as may be specified by the Corporation from time to time including the condition for payment of additional price and in accordance with terms, conditions, covenants contained in respect of the Lease Deed to be granted by the Corporation to the Society of the Purchasers. The Purchaser hereby agrees to observe all the terms, conditions, covenants contained in the Lease Deed to be executed in between the Corporation & the Society of the Purchaser to be formed, the draft of which has been inspected by the Purchaser.
13. On delivery of the possession of the said flat, the Purchaser shall insure and keep insured the said flat against loss or damage by the fire for such value as may be required by the Corporation in joint names of the Corporation and the Purchaser with such Insurance Company as the Corporation shall determine and whenever is required to produce to the Corporation the policy or policies of such Insurance and the Receipt of the payment of the last premium for the same and in the event, of the said flat being damaged or destroyed by fire, as soon as reasonably practicable, lay out the insurance money in the repair, re-building or reinstatement of the said flat.
14. The Purchaser alongwith other Purchasers of flats, shall join in forming and registering Housing Society under the provisions of the Maharashtra Co-operative Housing Societies Act 1960. On the registration of Co-operative Housing Society, the right of the Purchaser of the flat under this Agreement shall be recognised and regulated under bye-laws of the said co-operative housing society. The Purchaser hereby agrees and further undertakes that he will join and co-operate with the owners of the other flats in the said building and the Corporation in forming a Co-operative Housing Society and getting it duly registered under the Maharashtra Co-operative Societies Act, 1960, and for the purpose, will from time to time sign and execute all application and other papers and documents as may be required for the formation and registration of the Society.
15. The Purchaser shall sign all papers and documents and all other acts and things as the Corporation may require him to do or obtain to do from time to time for safeguarding the interest of the Corporation and the purchasers of other flats in the said building.


 Agent-Estate Officer
 CIDCO

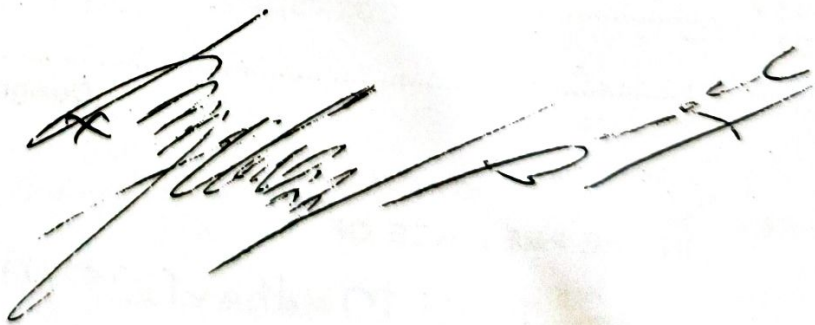




16. The Corporation agrees and binds itself that on the Purchasers of all the flats paying in full their respective dues payable to the Corporation and complies with all the terms and conditions of their respective Agreement with the Corporation and after the Co-operative Housing Society is registered, the Corporation will execute in favour of the society a lease of the said land and building for a term of sixty years at a nominal rent of Rupees one hundred per annum, as per draft annexed hereto read and approved by the Purchaser.
17. The Purchaser shall keep the said flat and all walls and partition walls, drain pipes, and appurtenances thereto in good habitable and carry on repair and to upkeep condition and in particularly so as to support, shelter and protect and parts of the building other than his flat and shall not make any additions or alterations to the said flat or any part thereof without prior permission of the Corporation in writing.
18. Nothing contained in this Agreement shall be construed or intended or deemed to be a grant, demise or assignment in law of the said flat to the Purchaser so as to create or confer in favour of or upon the Purchaser of any interest of property in the said land or the said flat.
- (a) The Purchaser shall not appoint any person as his/her agent by a power of attorney or otherwise for the purpose of this Agreement except his/her spouse, father, mother, brother, sister or major child.
19. The Purchaser shall from the date of possession maintain at his own cost the said flat in good habitable repair and condition and shall not do or suffer to be done anything in or to the said flat which may be against the rules of bye laws of the Corporation or Municipal or local or any other public body authority is in force or which may be destructive of or injurious to the said flat or be a nuisance or annoyance to the inhabitants/residents of the same neighbourhood nor shall Purchaser effect any additions alterations in or to the said flat or any part thereof.
20. If the Purchaser commits breach of any of the terms, conditions and stipulation of this Agreement, the Corporation shall be at liberty to determine this Agreement by giving 30 days notice to the Purchaser. On the expiry of such notice, the Corporation shall re-enter on the said flat or any part thereof in the name of the whole and to quietly possess and enjoy the said flat free from any right, claim or interest of the Purchaser and without any interruption or disturbance whatsoever by the Purchaser but without prejudice to the Corporation's any other rights in respect of such breach or breachers.
21. On the expiry of the notice referred to in the foregoing clause, this Agreement shall stand determined. Upon the determination of this Agreement for any reason whatsoever, all the instalments paid by the Purchaser till then including the initial payments made by him as stated hereinbefore shall be appropriated by the Corporation as compensation for use and occupation of the said house by the Purchaser till the date of such determination and, the Purchaser shall not then be entitled to claim refund of the said amount or any portion thereof.

D. M. M. M. M.
 Assistant Estate Officer
 CIDCO Ltd; Nerul.

22. Any delay of indulgence by the Corporation in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not construed it as a waiver on the par the of the Corporation of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Corporation.
23. The Purchaser shall bear and pay the stamp duty registration charges in respect of this Agreement and its duplicate, and also the costs of the attorneys of the Corporation of and incidental to the preparation of this Agreement.
24. All costs, charges and expenses in connection with the formation of the Co-operative society as well as costs of preparing, engrossing, stamping, and registering and Deed of Lease or any other document or documents required to be executed by the Co-operative society or by the Purchaser of the flat, the said building as well as the costs of the Attorneys of the Corporation of and incidental to the preparing and approving all such documents shall be borne and paid proportionately by the the Purchasers of the flats in the said building.
25. All notices or communications to be served on the Purchaser, as contemplated by this Agreement or otherwise shall be deemed to have been duly served on the Purchaser if sent to him by prepaid post under Certificate of Posting at the address of the said flat or at his last known address.

A large, stylized handwritten signature in black ink, appearing to be written in a cursive or semi-cursive script. The signature is positioned in the lower right quadrant of the page, below the numbered list of clauses. It is somewhat difficult to decipher due to its fluid, overlapping strokes.

SCHEDULE

ALL THAT piece or parcel of land admeasuring 6440.42 sq. mtrs. or
 thereabout being Plot No. /of the layout of land situated lying and being at
 village SANPADA Tehsil Mane District Mane
 in the registration Sub-District Mane and District Mane and bounded as
 follows that is to say :

On or towards the North by open space

On or towards the South by 10 mtrs wide rd

On or towards the East by open space

On or towards the West by 4 mtrs. wide rd

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

SIGNED, SEALED AND DELIVERED
 BY THE WITHIN NAMED CORPORATION
 BY THE HAND OF

Shri Mr. V. G. Madhiker

[Signature]
 Assistant Estate Officer
 CIDCO Ltd; Nerul.

.....
 (Designation)

IN THE PRESENCE OF

- (1) Shri H. C. Madhavi, O/A [Signature]
 (2) Shri J. T. Mhavarakar, O/A [Signature]

SIGNED, SEALED AND DELIVERED
 BY THE WITHIN NAMED

Shri Chandrasekar Mangalteerakad
Mrs. Daya Chandrasekar

IN THE PRESENCE OF

- (1) Shri H. C. Madhavi, O/A [Signature]
 (2) Shri J. T. Mhavarakar, O/A [Signature]

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Y AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Marketing Section (DRS-87)
CIDCO Bhavan CBD - New Bombay - 400 614

Ref. No. CIDCO/MM/DRS-87/OP

Date: 16/06/93

To,
Shri/Smt.

CHANDRASEKAR MANGATKARAKAD
DYGM ONGC 7F NIRMAL
NARMAN POINT
BOMBAY 400021



DRS-87 DC/A/L
A. NO. 43580
K. G. K. K. K.
AM/NO. CIDCO. NB

8-2-703/1G Road No. 12
Banjara Hills, Hyderabad - 500 034

Sir/Madam, 854

Sub: - Allotment of Tenement on Outright Purchase Terms booked under DRS-87 Scheme
Ref: - Your Application No. 43580

K. G. K. K. K.
43580
Asst. Marketing Officer (DRS-87)
CIDCO Ltd.

With reference to your above application, we had earlier informed you the location of the tenement allotted to you. In continuation to this we pleased to inform you that the below mentioned tenement is allotted to you in the said location in the computerised draw held on 23rd Jan. 1993. This draw was supervised by a committee of observers including representatives of allottees as independent observers who were invited for the purpose.

DETAILS OF THE TENEMENT ALLOTTED TO YOU

- | | | | | | |
|-----------------|---------|-------------------|----|-----------------|------|
| 1) Location | SANPADA | 2) Sector No. | 3 | 3) Type | **** |
| 4) Building No. | A-2 | 5) Wing No./Floor | /1 | 6) Tenement No. | 1 |

You are advised to make following payments.

(A) PRICE	Area M ²	Rate per M ²	Amount (in Rs.)
i) Tenement	76.900	5648.00	434331.
ii) Attached terrace (if any)	10.650	2824.00	30075.
iii) Roof terrace (if any)			
iv) Open plot (if any)			
Sub total (A)			464407.
(B) AMOUNT PAID			
i) Eight Instalments (assumed)			374760.
ii) Registration charges & accrued interest @ 14% compounded			20602.
Sub total (B)			395362.
(C) NET AMOUNT PAYABLE			(A-B) 69045.
(D) MISCELLANEOUS CHARGES			
i) MSEB connection charges			345225
ii) Share Money			20063.
iii) Documentation charges			260.
iv) Cost of Lock			100.
v) Water connection charges including three phase power supply to common water pump			1000.
Sub total (D)			21423.

(E) OTHER CHARGES (if any) (Please see the Annexure - I)

Yours faithfully

TRUE COPY