

OFFICE OF THE SUB-REGISTRAR
VASHI, DIST:- THANE
MAH/CCRA/02/YEAR - 2000

भारत 47530 SPECIAL ADHESIVE 123457 JUN 05 2002 महाराष्ट्र
R. 0010430 PB 0102
INDIA STAMP DUTY MAHARASHTRA

Rs. 10000000 four hundred thousand only
01/05/24

Singh 5/5/2022
PROPER OFFICER
SUB - REGISTRAR
THANE-III (VASHI)

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L-86 R.V - 96.00.500



AGREEMENT TO SALE

THIS AGREEMENT made at Navi Mumbai this 12 day of JUNE, 2002 BETWEEN M/S. MUDGAL BUILDERS AND DEVELOPERS, a Proprietorship Concern represented by its Sole Proprietor SHRI PURANLAL SHARMA, and having its office at PH 2, Sai Palace, Plot No.-36, Sector No.-14, Vashi, Navi Mumbai, hereinafter called "THE BUILDERS" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors administrators and assigns) of the ONE PART AND Mr./Mrs./Miss/M/s. Prashant Prabhakar Shelke & Mrs. RESHMA Prashant Shelke

P. Sharma

Prashant Shelke
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residing/~~carrying on business~~ at 2/57 Shailendra Sadan
Shailendra Nagar, S.V. Road, Dahisar (E), MUMBAI-400068.

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assings) of the OTHER PART.

WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Government Company incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021, (hereinafter referred to as "THE CORPORATION") is the New Town Development Authority designated by the Government of Maharashtra in exercise of powers under sub-Section (1) and (3-A) of Section 10 of the M.R.T.P. Act of 1966 of 1966) (hereinafter referred to as "THE SAID ACT").

AND WHEREAS the State Government has acquired the lands and vested such lands in the Corporation for development and disposal.

AND WHEREAS SHRI PURANIL SHARMA Proprietor of M/S. MUDGAL BUILDERS AND DEVELOPERS by his application dated 26/03/1992 requested the Corporation to grant the lease

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of a piece or parcel of land so acquired and vested in the Corporation by the State Government as described hereinafter.

AND WHEREAS SHRI PURAN LAL SHARMA has paid to the Corporation, a sum of Rs.10,75,590/- (Rupees Ten Lakhs Seventy Five Thousand Five Hundred Ninety Only) as and by way of full and final payment of Lease Premium;

AND WHEREAS by an Agreement to Lease dated 24/03/1994 (hereinafter called "THE SAID AGREEMENT TO LEASE") between the corporation (therein referred to as "THE CORPORATION") on the One Part and SHRI PURAN LAL SHARMA (therein referred to as the "LICENSEE") on the Other Part. The Corporation had agreed to grant the lease of the Plot No.-25, Sector No.-8A, C.B.D., Navi Mumbai, admeasuring 316.35 Sq.Mts. more particularly described in the First Schedule hereunder written, to SHRI PURAN LAL SHARMA, at or for the consideration as mentioned in the said Agreement to Lease and on SHRI PURANLAL SHARMA performing and complying with all the terms and conditions of the said Agreement to Lease;

AND WHEREAS the Corporation has on 24/03/1994 had placed shri Puran Lal Sharma in possession of the said Plot of Land ;

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AND WHEREAS, by virtue of the said Agreement to Lease dated 24/03/1994, SHRI PURAN LAL SHARMA, Proprietor of M/S. MUDGAL BUILDERS AND DEVELOPERS has agreed to sell to the Purchaser/s the premises at the price and on the terms and conditions agreed between the parties;

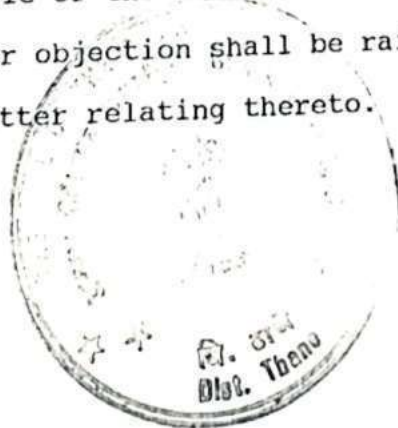
AND WHEREAS the Builder has given inspection to the Purchaser/s of the said Agreement to Lease and all documents, letters, papers and writings referred to therein as well as plan sanctioned by the corporation, designs and specificaton and all such other papers as required under the provisions of Maharashtra Ownership Flat (Regulation of the promotion of construction sale, management and Transfer) Act, 1963, and the Rules framed thereunder;

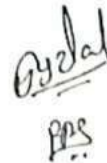
AND WHEREAS the Purchaser/s has/have examined and approved the building and floor plan of the proposed building and the amenities to be provided therein.

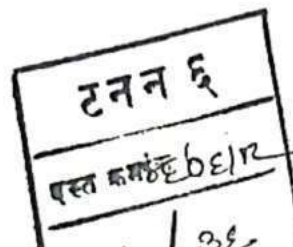
NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Purchaser/s has/have prior to the execution of this Agreement Satisfied himself/themselves/herself about the title of the Builder of the said plot and no requisition or objection shall be raised upon the Builder in any matter relating thereto.







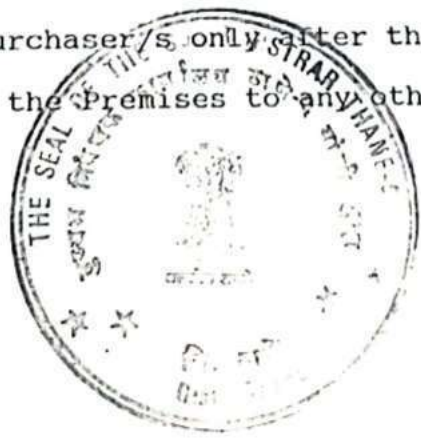


2) The Purchaser/s hereby agree to acquire the said Flat/~~Shop~~ bearing number 2 on the G.F. Floor having built-up area of 555 Sq.Ft. (which is inclusive of the area of lofts, common premises, terraces, passages and recessed spaces below windows sills, balconies, staircase, common passage etc. for the lumpsum price of Rs. 5,28,000/- (Rupees Five Lakh Twenty Eight Thousand Only).

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3) The Purchaser/s agree to pay to the Builders the purchase price of Rs. 5,28,000/- (Rupees Five Lakh Twenty Eight Thousand Only) as per the payment schedule set out in the Third Schedule hereunder written. If the Purchaser/s commit default in payment of any of the installments aforesaid on their respective due dates (time being essence of the contract), the Builders shall be at liberty to terminate this Agreement. On the Builders terminating this Agreement under this Clause, they shall be at liberty to sell the said Premises to any other person as the Builders may determine and the Purchaser/s shall not be entitled to question such sale or to claim any amount whatsoever from the Builders. The amount received till the date of termination of the Agreement will be refunded without any interest by the Builders to the Purchaser/s only after the Builders have disposed off/sold the Premises to any other Purchaser/s.

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4) The above purchase price does not include the following charges :

- a) Stamp duty, Registration and other charges payable to the concerned Authorities.
- b) Water Connection charges and Electricity Connection charges.
- c) Electric Cable lying charges.
- d) Land and Development building charges.
- e) Legal charges for documentation.
- f) Transfer fees.
- g) Water Resource Development charges.
- h) Service Charges of Electric Connection/Electric Sub-Station Water Connection Deposit and Meter charges, Development charges and any other charges of deposit payable to the Authority concerned.
- i) Any other Taxes, Cesses that shall be levied or become leviable by CIDCO/NMMC or any other Government Authorities.

5. The Builder shall in respect of any amount unpaid by the Purchaser/s under this Agreement have a first lien and/or charge on the said Premises agreed to be acquired by the Purchaser/s.

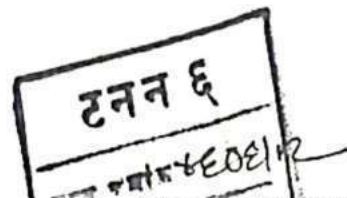
6. Any delay or indulgence by the Builder in enforcing the terms of this Agreements, or forbearance on their part or giving extensions of time by the Builder to the



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Purchaser/s for payment of purchase price in instalments or otherwise, shall not be construed as a waiver on the part of the Builder of any breach of this Agreement by the Purchaser/s nor shall the same in any manner prejudice this rights of the Builder without prejudice to the Builder rights under this Agreement and/or in law, the Purchaser/s shall be liable to pay delay payments charges at the rate of 24% per annum on all amounts due and payable by the Purchaser/s under this Agreement. (If such amount remains unpaid for ten days after its due date/demand.)

7. The Builder shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the Corporation/ Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.

8. On getting the Occupancy Certificate the Builders shall be at liberty to handover possession of the said Premises to the Purchaser/s even though permanent electricity and water connections are not sanctioned by the respective Authorities. The Purchaser shall not be entitled to make any claim/demand on the Builders for the delay in getting the permanent electric and water

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Purchaser/s or the member/s of the proposed Co-operative Society, limited Company or legal body shall not raise any objections to the Builder utilising such increased F.S.I. and/or using/appropriating such benefits.

12. The Purchaser/s agree/s and binds himself/herself to pay regularly every month by the 5th of each month to the Builder until the Lease or the transfer of the property is executed in favour of the Co-operative Society or limited company or other legal body as the case may be the proportionate share that may be decided by the Builder or Co-operative Society or limited company or legal body as the case may be in the following outgoing:

- a) Insurance Premium.
- b) All Municipal assessment bills and taxes and outgoing that may from time to time be levied against the said plots and/or building/s, water taxes and other charges.
- c) Outgoings for the maintenance and management of the Building, common light and other outgoings and collection charges incurred in connection with the said plots.
- d) The Purchaser/s shall initially deposit with the Builder before taking the possession of the said Premises a sum of Rs. 5,000/- (Rupees Five Thousand Only).

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14. It is agreed that if one or more of such Flats are not taken/purchased or occupied by any person other than the Builder the Builder will be deemed to be the owners thereof until such Flats are agreed to be sold by the Builder. The Purchaser/s shall from date of possession maintain the said Flat at his/her/ their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flat, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Builder or the Co-operative Society or limited company or such other legal body as the case may be. No structural/architectural alteration/modification or changes shall be carried out by the Purchaser/s to the Flat. The Purchaser/s shall be responsible for breach of any Rules and Regulations as aforesaid.

15. So long as each Purchaser/s in the said building shall not be separately assessed, the Purchaser/s shall pay proportionate part of the assessments, taxes, cesses etc. in respect of the Co-operative Society or limited company or the legal body as the case may be whose decision shall be final and binding upon the Purchaser/s.

16. The Purchaser/s shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her/ them nor shall he/



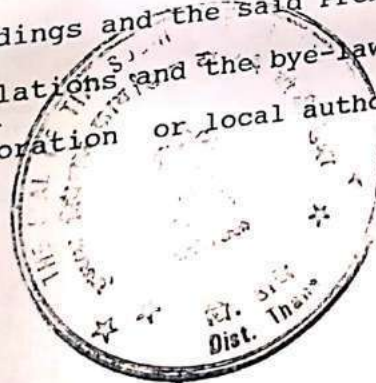
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23. The Purchaser/s shall not let, sub-let, transfer or assign or part with possession of the said Premises without the consent in writing of the Builder until all the dues payable by him/her/ them to the Builder under this Agreement are fully paid. The Purchaser/s and the persons to whom the said Premises is let, sublet, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builder and/or the Co-operative Society or limited company and/or legal body as the case may require for safeguarding the interest of the Builder and/or the other Purchaser/s in the said buildings.

24. The Purchaser/s and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the Bye-laws, rules and regulations which the Co-operative Society or limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations, or amendments thereof for protection and maintenance of the said buildings and the said Premises, and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or



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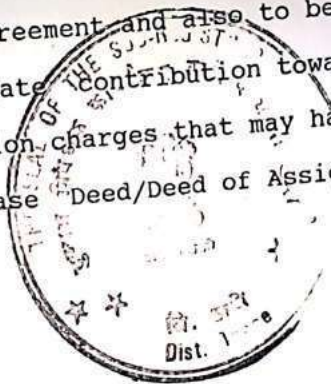
32. All notices to be served on the purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post or under certificate of posting at his/her/their address specified below :

2/57, Shailendra Sadan, Shailendra Nagar,
S.V. Road, Dahisar (E), MUMBAI-400068

33. The Purchaser/s shall lodge this Agreement with the Sub-Registrar of Assurances at Vashi and intimate to the Builder within seven days the number under which the Agreement is lodged for registration and other particulars of lodgement.

34. This Agreement shall always be subject to the terms of the Agreement to lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

35. The Purchaser/s hereby agree to pay to the Builders the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the Stamp Duty and registration charges that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by



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