

AGREEMENT TO SALE

(PART PAYMENT AGREEMENT)

This AGREEMENT TO SALE made and executed at **Kamothe, Navi Mumbai** on this ____ day of the month of **September** in the Christian Year **Two Thousand Twenty Six**.

BETWEEN

1] MR. SURYAKANT ANANT SAWANT, Age 59 years, (PAN NO. **ANSPS7305M** /ADHAAR NO. **8083 8533 9618**), AND **2] MRS. SWAPNALI SURYAKANT SAWANT**, Age 57 years, (PAN NO. **ABIPC5900A**/ ADHAAR NO. **2563 8597 1613**) Indian Inhabitants residing at. **FLAT NO. D/403, USHA COMPLEX, KHANDELWAL MARG, NEAR USHA NAGAR VILLAGE ROAD, MUMBAI, BHANDUP WEST 400078**. hereinafter called and referred to as “THE SELLERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the FIRST PART.

AND

1] MR. PRASHANT GOVIND GOLE, Age 42 years, PAN NO. **ALGPG7436B**/ADHAAR NO. **8220 0815 1174**, AND **2] MRS. BHARTI PRASHANT GOLE**, Age 39 years, PAN NO. **ABOPU6609G**/ADHAAR NO. **4037 9210 6989**, Indian Inhabitant, Both residing at. **FLAT NO. 801, 8TH FLOOR, DR. BABASAHEB AMBEDKAR SRA CHS, P.L. LOKHANDE MARG, NEAR HANUMAN TEMPLE, CHEMBUR, TILAK NAGAR, MUMBAI 400089**. hereinafter called and referred to as “THE PURCHASERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heir, executor, administrator and assign) of the SECOND PART

AND WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., a company incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Nirmal, 2nd floor, Nariman Point, Mumbai – 400021, hereinafter referred to as "the CIDCO" is Government Company wholly owned by the State Government and is also New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the State Government in exercise of its powers under Sub-sections (1) and (3-A) of the Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the MRTP Act").

AND WHEREAS the State Govt. has pursuant to the section 113(A) of the MRTP Act has been acquiring the lands described therein and vesting such lands in the CIDCO development and disposal.

AND WHEREAS By Agreement to Lease dated 17.10.2002 executed by the Corporation of the One Part in favour of Shri. Bhagwan Narayan Bhagat and Smt. Jaywanti Bhagwan Bhagat therein referred to as the Licensees of the Other Part, the Corporation thereby, on receipt of full and final amount of lease premium, agreed to grant lease in favour of the Licensees, Plot No.42, Containing by admeasurements 450 Sq. Mtrs., area under Gaothan Expansion Scheme of 12.5% for a period of 60 years Lease for residential & commercial use subject to the terms and conditions as contained in the said Agreement and the same was duly registered vide Document Serial No.URAN-07501-2002 dated 18.10.2002, and in pursuance whereof the Corporation handed over Possession to the Licensees.

AND WHEREAS The Corporation, at the request of the said Shri. Bhagwan Narayan Bhagat and Smt. Jaywanti Bhagwan Bhagat transferred and assigned the Lease hold rights, title and interest in the Plot No.42, and benefits there under the Lease Agreement dated 17.10.2002, from the name of the said Shri. Bhagwan Narayan Bhagat and Smt. Jaywanti Bhagwan Bhagat to the name of Shri. Gurmeet Ahluwalia and Smt. Leena Gurmeet Ahluwalia vide Tripartite Agreement dated 12.08.2004, duly registered vide Document Serial No.URAN-5871-2004 dated 17.08.2004.

AND WHEREAS 5. The Corporation, further at the request. of the said Shri. Gurmeet Ahluwalia and Smt. Leena Gurmeet Ahluwalia transferred and assigned the Lease hold rights, title and interest in the Plot No.42, and benefits there under the Lease Agreement dated 17.10.2002, from the name of the said Shri. Gurmeet Ahluwalia and Smt. Leena Gurmeet Ahluwalia to the name of Shri. Hirji Ravji Patel, Shri. Nanji Govindji Bhanushali Alias Hurbada and Shri. Bachu Jivan Patel vide Tripartite Agreement dated 08.02.2008, duly registered vide Document Serial No.URAN-01271-2008 dated 11.02.2008.

AND WHEREAS The Corporation, again at the request of the said Shri. Hirji Ravji Patel, Shri. Nanji Govindji Bhanushali Alias Hurbada and Shri. Bachu Jivan Patel transferred and assigned the Lease hold rights, title and interest in the Plot No.42, and benefits there under the Lease Agreement dated 17.10.2002, from the name of the said Shri. Hirji Ravji Patel, Shri. Nanji Govindji Bhanushali Alias Hurbada and Shri. Bachu Jivan Patel to the name of M/s. D. K. Bhalla & Associates through its Proprietor Shri. Darshan Kumar Bhalla vide Tripartite Agreement dated 02.02.2010, duly registered vide Document Serial No.1078-2010 dated 02.02.2010 and Final Order No.CIDCO/EMS/SCHEME/KAMOTHE/59/2010/5491 dated 15.02.2010.

AND WHEREAS By another Agreement to Lease dated 08.05.2007 executed by the Corporation of the One Part in favour of 1) Shri. Gana Ragho Mhatre, 2) Shri. Haresh Tukaram Mhatre, 3) Shri. Mohan Tukaram Mhatre, 4) Shri. Dashrat Tukaram Mhatre & 5) Shri. Kacher Pandu Mhatre, therein referred to as the Licensees of the Other Part, the Corporation thereby on receipt of full and final amount of lease premium, agreed to grant lease in favour of the Licensees, the said to Plot No.43, Sector No.20, Village: Kamothé, Taluka: Panvel, District: Raigad Containing by admeasurements 450 Sq. Mtrs., area under Gaothan Expansion Scheme of 12.5% for a period of 60 years Lease for residential & commercial use subject to the terms and conditions as contained in the said Agreement and the same was duly registered vide Document Serial No.PVL-1/05691-2007 dated 16.07.2007 and in pursuance whereof the Corporation handed over possession to the licensees.

AND WHEREAS The Corporation, again at the request of the said 1) Shri. Gana Ragho Mhatre 2) Shri. Haresh Tukaram Mhatre 3) Shri. Mohan Tukaram Mhatre 4) Shri. Dashrat Tukaram Mhatre 5) Shri. Kacher Pandu Mhatre, transferred and assigned the Lease hold rights, title and interest in the said Plot No.43, and benefits there under the Lease Agreement dated 08.05.2007, from the name of the said 1) Shri. Gana Ragho Mhatre 2) Shri. Haresh Tukaram Mhatre, 3) Shri. Mohan Tukaram Mhatre 4) Shri. Dashrat Tukaram Mhatre & 5) Shri. Kacher Pandu Mhatre, to the name of Shri. Rajgopal Jaykishan Nogaja vide Tripartite Agreement dated 20th July, 2007, duly registered vide Document Serial No. Pawal-3/07593/2007 dated 20.07.2007.

AND WHEREAS The Corporation, again at the request of the said Shri. Rajgopal Jaykishan Nogaja transferred and assigned the Lease hold rights, title and interest in the Plot No.43, and benefits there under the Lease Agreement dated 08.05.2007, from the name of the said Shri. Rajgopal Jaykishan Nogaja to the name of M/s. D. K. Bhalla & Associates through its Proprietor Shri. Darshan Kumar Bhalla Vide Tripartite Agreement dated 13.11.2009 Document Serial No.URAN-07457-2009 duly registered vide dated 18.11.2009 and Final Order No. CIDCO/EMS/ SCHEME/ KAMOTHE/ 100/ 2009/5228/09 dated 16.11.2009.

AND WHEREAS The Corporation at the request of M/s. D. K. Bhalla & Associates through its Proprietor Shri. Darshan Kumar Bhalla, amalgamated the Plot Nos.42 & 43, situated at Sector-20, Village: Kamothe, GES 12.5% Scheme, Taluka: Panvel, District: Raigad, admeasuring 900 Sq. Mtrs, hereinafter referred to as "THE SAID PLOTS" vide its Order dated 06.04.2010 subject to the terms and conditions as contain therein.

AND WHEREAS The Corporation by its letter under reference No. CIDCO/ATPO/BP/1136 dated 10.08.2010 granted its permission to develop the said Plots and to construct the building or buildings thereon for residential cum commercial use as per the terms and conditions as contained there.

AND WHEREAS In pursuance of the said Agreement and permission, the Builders are fully entitled to develop the said Plots and to construct a building / buildings thereon for residential and commercial purpose in accordance with the said Agreement and permission granted there under and thereby authorized to sell/dispose off/deal with the units thereon to the prospective PURCHASER/S and to receive the sale proceeds thereof and to appropriate the same towards the construction of the said building/buildings.

AND WHEREAS Builders works to the architectural 13. The have entrusted Sheshanth. C. Salvankar and Associates the Architects (hereinafter called the said Architect) to develop, design and lay down specifications for construction of the buildings on the said plots.

AND WHEREAS The Builders have got the plans, designs and specifications for constructing the building on the said plots approved by the Corporation and other connected authorities and has obtained the **Commencement Certificate No. CIDCO/ATPO/1136 dated 10.08.2010** in respect thereof.

AND WHEREAS The building/s being constructed on the said plots shall be known as "**Surya Darshan Residency**".

AND WHEREAS M/S. D.K. BHALLA & ASSOCIATES has sold, Transferred and assigned a **Flat No. 702, 7th floor**, having admeasuring **32.879 Sq.Mtrs Carpet area + 6.064 Sq.Mtrs Flower Bed Area**, in the building known as "**SURYA DARSHAN RESIDENCY**" and registered society known as **SURYA DARSHAN RESIDENCY CO- OPERATIVE HOUSING SOCIETY LTD.** constructed on the said **Plot No. 42 & 43, Sector No. 20, Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad.** To 1] **MR. SURYAKANT ANANT SAWANT**, AND 2] **MRS. SWAPNALI SURYAKANT SAWANT**, vide AGREEMENT FOR SALE through Regd. Doc. No. **PVL-2-10076/2012 Dated. 06/11/2012**, registered before the Sub-Registrar Panvel-2. Hence 1] **MR. SURYAKANT ANANT SAWANT**, AND 2] **MRS. SWAPNALI SURYAKANT SAWANT** is the legal and present owner of the said flat.

AND WHEREAS the SELLERS is not in need of the said Flat, he decided to sell and dispose it off.

AND WHEREAS THE PURCHASERS is being interested in purchasing the said Flat, he approached the SELLERS and a talk regarding sale and purchase of the Flat took place between the parties.

AND WHEREAS on discussion, the SELLERS agreed to sell and THE PURCHASERS agreed to purchase the said Flat for a total consideration of **Rs.52,00,000/- (Rupees FIFTY TWO LAKH only) Including 1% TDS .**

AND WHEREAS the party of the First Part, is in actual possession of the said Flat with existing all amenities and the transaction of the purchase of the said Flat on ownership basis is completely by the party of the first part from their own funds and therefore it is self acquired property nobody else have any right, title and interest in the said property. In spite of this if anybody takes any objection or claim in the right of the said property, the party of the First Part shall clear the same with their own funds and shall see that the second part remains intact and unaffected. The party of the first part has got full right and absolute authority to sell/diposed off and transfer all their right, title and interest in the said Flat as their self-acquired property.

AND WHEREAS other terms and conditions are mutually settled and agreed between the parties are as appearing herein below:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SELLERS hereby agrees to sell and THE PURCHASERS hereby agrees to purchase said **Flat No. 702, 7th floor,** having admeasuring **32.879 Sq.Mtrs Carpet area + 6.064 Sq.Mtrs Flower Bed Area,** in the building known as **"SURYA DARSHAN RESIDENCY"** and registered society known as **SURYA DARSHAN RESIDENCY CO- OPERATIVE HOUSING SOCIETY LTD.** constructed on the said **Plot No. 42 & 43, Sector No. 20, Kamothe, Navi Mumbai, Tal. Pannel, Dist. Raigad.** and more particularly described in the First Schedule written hereunder.

2. The area of the Flat hereby agreed to be sold is having **32.879 Sq.Mtrs Carpet area + 6.064 Sq.Mtrs Flower Bed Area** and it is shown on the plan attached herewith.

3. The consideration for the said transfer is settled and agreed between the parties is **Rs.52,00,000/- (Rupees FIFTY TWO LAKH only) Including 1% TDS** has been and will be paid as under :.

Cheque No.	Date	Bank Name	Amount (Rs.)
778971		AXIS BANK LTD	2,00,000/-
Shall be paid as TDS to the Govt. under the provisions of Section 194-IA of the Income Tax Act, 1961, on or before the sale deed paid as Sellers			52,000/-
Will be paid after availing the loan from Bank or any financial institution or own contribution within 45 working days from the date of Agreement to Sale.			50,00,000/-
(Rupees SEVENTY EIGHT LAKH only)			52,00,000/-

4. The SELLERS shall put THE PURCHASERS in possession of the said Flat after receiving full and final payment. The SELLERS hereby declares that till today he has not sold, mortgaged, gifted or otherwise parted, with possession of the said Flat, nor had been entered into any such agreement. The SELLERS hereby agrees to co-operate for transferring the above said property in the name of PURCHASERS in the office of CIDCO Ltd., M.S.E.B. and other concerned Department.

5. It is agreed by the both parties that they will complete this agreement's conditions within 45 working days from the registration date of Agreement To Sale (Part Payment) and it is bounded on THE PURCHASERS this is an essence of the contract.

6. The SELLERS hereby declares that all taxes and dues of whatsoever nature in respect of the Flat hereby agreed to be transferred shall be paid by them alone up to the date of possession. If any such arrears are found, the same shall be cleared by the SELLERS alone at once. THE PURCHASERS shall be responsible for payment of further taxes and dues in respect of Flat hereby agreed to be transferred from the date of possession.

7. The Party of the First Part states that he has cleared all charge or encumbrance against the said Flat hereby agreed to be sold. The Flat is agreed to be transferred free from encumbrances.

8. The SELLERS hereby declares that the Flat hereby agreed to be sold and transferred is not requisitioned nor has he received any such notice.

9. The SELLERS declares that he has got full right and authority to deal with the Flat hereby agreed to be sold. If any objection is raised by anybody regarding this transaction, the same shall be removed by the SELLERS alone at their cost.

10. The SELLERS also declared that he has not dealt with the said Flat in any manner nor they are precluded in any manner from entering into this transaction.

11. The conveyance of the entire property has been done via **CONVEYANCE DEED** vide Registration Document No. **PVL2-12525-2016 dated 26/10/2016** registered before the Sub-Registrar Panvel-2 in favor of the Society.

12. The SELLERS herein has produced the following documents before THE PURCHASERS:-

- a) The SELLERS have submitted their application to the Society to the effect that their names as a members of the said Society be deleted and names of THE PURCHASERS should be taken as a members in their place and also transfers the shares in the names of THE PURCHASERS.
- b) That SELLERS has signed transfer form and submitted the same to the said society for transferring the above said Flat in the name of PURCHASERS.

13. The SELLERS hereby declare undertakes to make out a clear and marketable title to the property agreed to be sold.

14. THE PURCHASERS hereby declare undertakes to become a member of such society and undertakes to sign all papers necessary for that purpose.

15. The expenses for conveying the said Flat such as Stamp Duty and Registration fees shall be borne and paid by THE PURCHASERS alone.

16. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963, and Rule 1964 or any other provisions of law applicable hereto.

17. All the terms and conditions of the Agreement of CIDCO Ltd. will be applicable to this agreement.

18. THE CIDCO Ltd. has issued **Occupancy Certificate** through Ref. No. **CIDCO/BP-7454/ATPO(NM&K)/2012/708 dated 22/08/2012.**

19. The M/S. **SURYA DARSHAN RESIDENC Co-Op. Hsg. Society Ltd.** has been registered under No. **NBOM/CIDCO/HSG(T.C)/5560/JTR/YEAR 2014-2015, DATED. 05/05/2014,** The said Society has issued Share Certificate. **38,** Member's Register No. **38,** Shares from No. **371 to 380,** total 10 shares of Rs. 50/- each, Dated. **19/04/2015.**

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE or parcel of land lying, being and situate at **Plot No. 42, Sector No. 20, Kamothe 12.5% , Navi Mumbai, Tal. Panvel, Dist. Raigad** , containing by admeasuring **450 Sq. Mtrs** of thereabouts and boundaries of the said plot 42 area as follows :-

On or towards East : Plot No. 51 & 52
On or towards West : Plot No. 41
On or towards North : Plot No. 53
On or towards South : 11 Meter wide road.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE or parcel of land lying, being and situate at **Plot No. 43, Sector No. 20, Kamothe 12.5% , Navi Mumbai, Tal. Panvel, Dist. Raigad** , containing by admeasuring **450 Sq. Mtrs** of thereabouts and boundaries of the said plot 43 area as follows :-

On or towards East : Plot No.44
On or towards West : Plot No. 42
On or towards North : Plot No. 62
On or towards South : 11 Meter wide road.

THE SECOND SCHEDULE OF PROPERTY

Flat No. 702, 7th floor, having admeasuring **32.879 Sq.Mtrs** **Carpet area + 6.064 Sq.Mtrs Flower Bed Area,** in the building known as **“SURYA DARSHAN RESIDENCY”** and registered society known as **SURYA DARSHAN RESIDENCY CO- OPERATIVE HOUSING SOCIETY LTD.** constructed on the said **Plot No. 42 & 43, Sector No. 20, Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad.**

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

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED "SELLERS"
MR. SURYAKANT ANANT SAWANT

**MRS. SWAPNALI SURYAKANT
SAWANT**

IN THE PRESENCE OF.....

1.

2.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED "PURCHASERS"
MR. PRASHANT GOVIND GOLE

MRS. BHARTI PRASHANT GOLE
IN THE PRESENCE OF.....

1.

2.

:: RECEIPT ::

Received from **THE PURCHASERS 1]MR. PRASHANT GOVIND GOLE, and
2]MRS. BHARTI PRASHANT GOLE,** A sum of **Rs.2,00,000/- (Rupees TWO LAKH only)** by above mentioned Cheque as a **Part Payment** against sale of **Flat No. 702, 7th floor,** having admeasuring **32.879 Sq.Mtrs Carpet area + 6.064 Sq.Mtrs Flower Bed Area,** in the building known as “**SURYA DARSHAN RESIDENCY**” and registered society known as **SURYA DARSHAN RESIDENCY CO- OPERATIVE HOUSING SOCIETY LTD.** constructed on the said **Plot No. 42 & 43, Sector No. 20, Kamothe, Navi Mumbai, Tal. Panvel, Dist. Raigad.**

I SAY RECEIVED.
Rs. 2,00,000/-

MR. SURYAKANT ANANT SAWANT

**MRS. SWAPNALI SURYAKANT SAWANT
THE SELLERS**

IN THE PRESENCE OF.....

1.

2.