**AGREEMENT TO SALE**

This Agreement to Sale is made and executed at Pune on this 01 st day of November, 2018.

**MR. ABHAY KISHOR ADGURWAR**

Age : 31 years, Occupation : Service, Pan No. ARVPA0023D

Residing at – Near City Post Office, Kasturba Road, Bhanapeth Ward, Chandrapur – 442402.

Hereinafter called to as the “**VENDOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, and assigns

of the Vendor).

………….. PARTY OF THE FIRST PART

AND

**1.MR. RAVINDRA SAMPAT PAWASE**

Aged about 35 years, occu- Service

PAN No. – ATSPP5870E

**2. MR.SAMPAT SHANKAR PAWASE**

Aged about 67 years, Occ- Retired

PAN No.AJBPP1395B

Residing at :- Om Shanti Colony, Behind 132 KV,

Ghulewadi, Tal – Sangamner, Ahmadnagar – 422608.

Hereinafter referred to as the “**PURCHASER**”(which expression

shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, and assingns of the purchaser).

……**PARTY OF THE SECOND PARTY**.

**WHEREAS**

1.Mr. Dashrath Kondiba balwadkar , aged about 66 Years, Occupation – Agriculturist,2Mr. Prakash Dashrath Balwadkar , aged about 43 Years , occupation –Business and Agriculturist , 3 . Mr. Vilas Dashrath Balwadkar , ages about 41 Years, occupation – Agriculturist ,4. Mr. Kalidas Dashrath Balwadkar , aged about 39 years , occupation – Agriculturist , 5 . Mrs. Indubai Dashrath Balwadkar , Aged About 56 years , occupation – Housewife, 6.Mrs. Sheela Prakash Balwadkar, Aged About 39 years , occupation Housewife, 7. Mr. Ritesh Prakash Balwadkar Aged 20 years, occupation – student , 8. Master. Pranav Prakash Balwadkar , Aged About 15 years , occupation – student , minor through natural Guardian father Mr. Prakash Dashrath Balwadkar , the owner No. 2, 9.Mrs. Pavitra Vilas Balwadkar , Aged About 39 years , occupation Housewife, 10. Miss Trupti Vilas Balwadkar , Aged About 17 years, Occupation student , 11. Master. Vikas Vilas Balwadkar , Aged About 15 years, occupation student , serial No. 6 and 7 Minor through Natural guardian natural Guardian father Mr. Vilas Dashrath Balwadkar , the owner No. 3, 12. Mrs. Varsha Kalidas Balwadkar , Aged about 36 years, occupation housewife , 13. Miss. Prajakta Kalidas Balwadkar Aged About 13 years , occupation student , 14. Miss Siddhi Kalidas Balwadkar , Aged About 11 years , occupation student, 15. Master . sairaj Kaildas Balwadkar , Aged about 09 years, occupation student , serial No. 9 to 11 Minor through Natural Guardian Natural Guardian father Mr. kalidas Dashrath Balwadkar , the owner No. 4, 16. Mrs. Kalpana Bharat Kurhade Aged About 36 years occupation Housewife , 17. Mrs. Suvarna Dattatray rakshe, Aged About 36 years , occupation Housewife All Residing At: surve no .12/1, Balewadi , tal , Haveli , dist . pune all are absolutely seized and passessed the piece and parcel of the land bearing s. No. 38. Hissa No .1 admeasuring about 02H-01R and potkharaba admeasuring about 00H-01R totally admeasuring about 02H-02R situated at village Balewadi, tal . haveli Dist . pune and more particularly described in the schedule-1 hereunder written and hereinafter for the sake of brevity referred to as “the said property “.

AND WHEREAS, the said property was in the name of Mr. Kondiba Rama Balwadkar , and his name was mutated on 7/12 extract since 1954, above his name the name of Government was mentioned vide mutation entry no. 716 there was a kul namely Mr. Gangaram Vitu Balwadkar , which was mutated vide mutation Entry No. 583 dated 05/08/1954 . the said KUL had not been in possession for 2 years , hence his name as KUL was removed from the 7/12 extract vide M.E .No 653 dated 20/06/1957 .

AND WHEREAS, The said property was of class II Inam class 6B of the Maharashtra Land Revenue code , 1960 and the tenure is to be cleared by paying the becessary charges as ‘ Nazrana’ to Government name of Kondiba Rama Balwadkar was mutated vide M.E . NO. 716 The said property was of Patil Inam class 6B, and was termed as Khalsa, vide order of Mamlatdar saheb Haveli vide order No. WTn/WS/2052/62 dated 13/12/1962 and order No. WTN/WS/655/63 dated 31/07/1963 . The possession holder has to pay 12% of the price as value to the Government and hence the name was recorded on the 7/12 extract below the name of the Government .M.E.No. 793 states that the said owner has paid the 12% charges to government and got the property re-granted on New tenure vide order of Mamlatdar , pune ,order bearing No. P.S.R.B./2/69.

AND WHEREAS, by virtue of the will dated 21st January 2005, registered in the office of sub – registrar haveli No. 15 at serial No. 563/2005 . the owners herein i.e 1 Mr . Dashrath kondiba Balwadkar , 2.Mr. Prakash Dashrath Balwadkar, 3. Mr. vilas Dashrath Balwadkar , 4. Mr. Kalidas Dashrath Balwadkar , the present owner have acquired all legal rights, title and interest pertaining to the said property and come to be exclusively seized and possessed of the same , the names of the present owners were recorded on the 7/12 extract vide Mutation Entry No . 5976.

AND WHEREAS, One of the legal heir namely Mrs . Subhadra Govind Rakshe had executed a release deed in favour of the aforesaid owners i.e the present owner namely 1. Mr . Dashrath Kondiba Balwadkar , 2. Mr . Praksh Dashrath Balwadkar , 3. Mr. Vilas Dashrath Balwadkar , 4. Kalidas Dasharth Balwadkar and the same is registered in the office of sub registrar Haveli, at serial No. 1408 on 22nd February 2005 and released her rights In favour of the owners .

AND WHEREAS, the owners 1 Mr Dashrath Kondiba Balwadkar , 2. Mr . Prakash Dashrath Balwadkar , 3. Mr . vilas Dashrath Balwadkar , 4. Mr . Kalidas Dashrath Balwadkar , along with the consent of their legal heirs namely 1. Mrs. Indubai Dashrath Balwadkaar, 2. Mrs . sheela Prakash Balwadkar , 3. Mr . Ritesh Prakash Balwadkaar . 4. Master . Pranav Prakash Balwadkaar , 5. Mrs . Pavitra vilas Balwadkar , 6. Miss Trupti vilas Balwadkar , 7. Master , vikas vilas Balwadkar , 8. Mrs . varsha kalidas balwadkar , 9. Missprajakta kalidas Balwadkar , 10. Miss siddhi kalidas Balwadkar , 11. Master , sairaj kalidas Balwadkar , 12. Mrs . kalpana Bharat Kurhade , 13. Mrs. Suvarna Dattatray Rakshe have assigned the development rights of the said property in favour of M/s. Gini Citicorp realty LLP vide registered agreement dated 23rd day December 2010 registered in the office of sub-registrar Hveli No VII at serial No .12812/2010 at pune . further the owners have also executed power of attorney in favour of M/s . Gini citi corp Realty LLP and the same is registered in the office of sub- registrar Haveli no VIII at serial no . 12813/2010 on 23rd day of December 2010 at pune . the said agreement is joint venture type agreement where the developer agreed to give constructed area to the owners and or constructed area will be shared by and between the parties to the deed .

AND WHEREAS, the condition of New Tenure (new indivisible condition) present on 7/12 extract is cleared by paying the Nazrana to the government and present land was declared as free hold vide order No. Watan/juni shart/SR/16/2010 dated 31 December 2010.

AND WHEREAS, after the registration of development agreement it is noticed that the name of Mrs. Subhadra Govind Rakshe was mentioned in the Development Agreement ; the same was inserted Without any reason , as the said Mrs. Subhadra Govind Rakshe had already executed release deed and had already released her rights. And there was a mistake in the name of one of the power of Attorney which also required to be corrected , hence the same was corrected for which the parties have executed a correction Deed and the same is registered in the office of sub registrar Haveli no . X , at pune , at serial No . 9678 on 17th day of August 2011.

AND WHEREAS, there were some changes in the terms and condition agreement by and between the parties as regarding to the share in the constructed area , for which a separate supplementary deed was executed and registered by the owners and the developers, and the same , is registered in the office of sub registrar Haveli No . X , at pune , at serial no . 9679 on 17 th day of August2011.

And whereas The property is situated in Residential Zone declared by the concerned department of pune Municipal corporation , vide thers Zone certificate No . DPO/Zone /2010/17/1799 dated 9t June 2010.

AND WHEREAS, the present Developer herein has appointed Parvez Jamadar and Associates having its office at Bharat Arcade , office No . 1. Next to Talwalkars Gym, near pulgate chowki , Gen.Thimmaya Rode , Camp , pune -411001 as its Architect and G. A. Bhilare Consultant private Limited having its office at 572, shaniwar peth , uttekar Height , pune -411030 as its Structural Engineer for the preparation of the drawing and structural design of the building/s which is /are under construction on the said land . the present Developer herein also reserved the right to change aforesaid Architect and structural Engineer before the completion of the buildings of the project

AND WHEREAS, The present Developer have got the plans sanctioned from the concerned authority i.e. pune Municipal corporation. the plans specifications , elevations , section and details of the said building . the said pune Municipal corporation has issued the commencement certificates bearing No CC/3368/11. Dated 23/12/2011 in their favour.

AND WHEREAS, the present Developer accordingly , commenced the construction work of the scheme to be known as “GINI VIVIANA “ on the said land in accordance with the plans duly sanctioned by the pune Municipal corporation .

AND WHEREAS, While sanctioning the said plans the pune Municipal Corporation has laid down certain terms , and conditions , stipulations and restrictions which are to be observed and performed by the Developer While Developing the said property and upon due observance performance of which only the completion and occupation certificate in respect to the said building shall be granted by the said authority .

AND WHEREAS, the present Developer thereafter Applied to the concerned authorities for obtaining the permission of Non-agricultural use regarding the properties here-in-below mentioned in the schedule “I of this presents. That upon considering the application of the said Developer-owner/s the collector pune have duly granted the order for using the said properties for Non-agricultural purposes vide its order bearing No. PMH/ NA/SR/1274/2011 on dated 10/04/2012.

AND WHEREAS, the purchaser desiring to purchase the unit in the said scheme inspected the documents relating to the said land , rights of the owner – developer , the commencement certificates along with the plan , title certificate/report , and other documents as are specified under the provisions of the provisions of the Maharashtra Ownership of Flats Act 1963.

AND WHEREAS, the copy of the Certificate of the title , issued by the Advocate of the Developer, copy of the floor plan on which tenement under transaction is situated , 7/12 extracts of showing the nature of the title of owners of the sold land , copy of the commencement certificate , amenities and specifications as agreed to be provided and copy of the Non Agriculture permission, common Areas & Facilities and have been annexed hereto.

AND WHEREAS, After the purchaser/s’ enquiry, the Vendor herein as requested to the purchaser/s to carry out independent search by appointing his/ her/ their/their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the present developer of the said land and/or of the said Vendor with respect to the said Flat. the purchaser/s has / have satisfied himself/herself/themselves in respect of the marketable title of the present developer in respect of the said land and also of the Vendor herein in respect of the said Flat, and the rights/authorities of the Vendor herein the same , the Purchaser herein has decided and agreed to purchase from the present Vendor and the Vendor herein agreed to sell to the purchaser a unit/Flat in the said scheme more particularly described in schedule II given herein (hereinafter referred to as the said “unit/Flat”) , for and at the price hereinafter mentioned.

**AND WHEREAS,** Threrafter**,** the Vendors herein has Purchased a Flat bearing No.501 on Fifth Floor in D Building admeasuring area about 66.45 sq.mtrs carpet alongwith terrace admeasuring area about 13.01 sq.mtrs. carpet in the scheme known as GINI VIVIANA .( more particularly described in Schedule –II ) from M/S. Gini City Crop Reality LLP through its Partner Shri. Gautam Vinod Harlalka Through its Power of Attorney Holder Shri. Mukesh Moglikar by Agreement dated 28.03.2013 which is registered in the office of Sub Registrar Haveli No.10 at serial No.3649/2013.

**AND WHEREAS**, the Vendors herein have decided to sell, transfer and convey the said flat property and hence was looking for buyer thereof.

**AND WHEREAS,** the purchasers were desirous of purchasing the said flat property and as they come to know about the intension of the vendors, they approached to the vendors an offer to purchase the said flat property.

**AND WHEREAS,** the parties hereto have due diligence, due deliberations and discussion and as a consequence thereof they have arrived at an understanding which they have decided to reduce into writing, being these presents.

NOW, THIS DEED WITNESSES, and it is hereby agreed by and between the parties as follows:-

1.That the vendors hereby agrees to sell, transfer and convey the said Flat bearing No.**501** on **Fifth Floor** in **D** Building admeasuring area about **715 sq.ft i.e.66.45 sq.mtrs carpet** attach terrace admeasuring area about **140 sq.ft i.e.13.01 sq.mtrs. carpet** alongwith **car parking no.161** in the Scheme known as **Gini Viviana**.( more particularly described in Schedule –II )

**2.** The Purchaser has offered to purchase the said Flat for the consideration of Rs.75,00,000/- (In words Rupees Seventy Five Lakh Only) and as the price was reasonable according to the prevailing market rate, the Vendor has agreed to sell, transfer, convey and assign all his rights, title, benefits, privileges and interests in respect of the said Flat unto and in favour of the Purchaser on the terms and conditions given herein below. That the total consideration for the said flat is agreed at Rs. 75,00,000/- ( Rs. Seventy Five Lakh Only ) out of which the purchaser has paid till today Rs.12,00,000/- (Rs. Twelve Lakh only) as an earnest money in the following manner:-

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| --- | --- |
| Rs.50,000/- | (In words Rupees Fifty Thousand only)  Paid by Cheque/DD/ NEFT/RTGS No. 829113892136 dated 18.10.2018 drawn on Kotak Mahindra Bank, Kothrud Branch, Pune- 411038 |
| Rs.50,000/- | (In words Rupees Fifty Thousand only)Paid by Cheque/DD/ NEFT/RTGS No. 829214509120 dated 19.10.2018 drawn on Kotak Mahindra Bank, Kothrud Branch, Pune- 4110---. |
| Rs.2,00,000/- | (In words Rupees Two lakhs only)  Paid by Cheque/DD/ NEFT/RTGS No. 830322669015 dated 30.10.2018 drawn on Kotak Mahindra Bank, Kothrud Branch, Pune- 4110038 |
| Rs.1,00,000/- | (In words Rupees One lakhs only)  Paid by Cheque/DD/ NEFT/RTGS No. 830408750210 dated 31.10.2018 drawn on Kotak Mahindra Bank, Kothrud Branch, Pune- 4110---. |
| Rs.8,00,000/- | (In words Rupees Eight Lakh only)  Paid by Cheque/DD/ NEFT/RTGS No. 541494 dated 01.11.2018 drawn on Bank of Baroda , Branch, Pune- 411038. |
| **TOTAL- Rs.12,00,000/-** | **(TOTAL- In words Rupees Twelve Lakh only)** |

Paid as an earnest money. The receipt of which the Vendor acknowledge, release, discharge and acquit the Purchaser therefrom.

**3.** This agreement is valid subject to realization of the above mentioned cheques. The Purchaser shall pay the balance consideration amount of Rs.63,00,000/- (Rs. Sixty Three Lakh only) within 30 days from the date of execution of this present Agreement to Sale (hereinafter called as ‘the said Period’). If any delay arises due to unavoidable cause, this period can be mutually extended for not more than another 15 days only (hereinafter called as ‘the Grace Period’). The Vendor has agreed to hand over the possession of the said Flat to the Purchaser at the time of full and final payment of consideration and execution and registration of final Sale Deed/ Assignment Deed. The Purchaser shall arrange balance consideration amount of Rs.63, 00,000/- by availing home loan from the bank/ financial institution and/or as self-contribution towards consideration amount.

**4.** That the Vendors have assured that the said flat property was acquired by themselves and no one else than vendors had and have any right title and interest in the said Flat property & the said flat property is clean, clear and marketable and the vendors have every right, to sell and transfer their interest in the said flat property in favour of purchasers herein. There are no encumbrance charges, mortgage, lien, etc of whatsoever nature on the said flat property. The vendors further assured that if any claim or interests in the said flat property or any part thereof disturb the right and possession of the purchasers of the said flat property from any such cost and consequences.

**5.** That the vendors have paid upto date Corporation Taxes, cesses charges and maintenance charges etc and there are no arrears till date at the end of the vendor.

**6.** That all the expenses of stamp duty, registration charges /

fees etc. to be borne & paid by the purchaser.

**7.** The vendors have represented to the purchasers that :-

**a.** They are the absolute owner of the said flat property and no other person have any interest therein.

**b.** That the vendors hereby assured to the purchasers that the said flat property is free from encumbrances and further that the vendors have not entered into any agreement or arrangement of whatsoever nature with any person other that the said purchasers.

**c.** That when the vendors purchased the said flat property, it was satisfied that the title to the said flat property was clear and marketable and is even now clear and marketable.

**d.** Purchasers will be entitled to occupy the said flat property without any claim or interruption from the vendors or anybody claiming under them after final conveyance.

**e.** That the vendors have paid all the dues, maintenance charges of the said flat property upto date and they will indemnify and keep indemnified the purchasers against any claim made in respect of the said flat property.

**8.** The vendors are aware that relying on the said representation the purchasers have agreed to purchase the said flat property.

**9.** The vendors shall sign and execute final deed or any other deed or writing required to be signed and executed to complete the title of the purchasers to the said flat property if and when required at the cost of the purchasers.

**10.** The vendors hereby assures to the purchasers that the said flat property or any part thereof is neither a subject matter of any acquisition or requisition nor have they received any notice to that effect till today. That the said flat property is not a subject matter of any dispute or pending litigation.

**11.** That the vendors agrees to apply for obtain and furnish unto the purchasers all such permissions as may be necessary under the prevailing laws for registration of sale deed.

**12.** That the purchasers undertakes to make the payment of the consideration within the stipulated period.

**13.** That the vendors hereby agreed to substitute the name of the purchasers in the place of vendors in every Revenue record or any other government or semi government after final conveyance at the cost of the purchaser.

**14.** The Vendor hereby covenants with the Purchaser that the Vendor has not at any time done, executed or knowingly suffered or been a party or privy to any act deed or thing whereby the Vendor is prevented from selling the said Flat hereditaments in the manner aforesaid.

**15.** That the said consideration for the said flat is Rs.75,00,000/- and the market values as per Ready Reckoner is Rs.71,55,115/- . Hence on the higher amount of the appropriate stamp duty is duly paid of herewith. The Stamp Duty, Registration Fees and Advocate’s Fees shall be borne by the Purchaser only.

**16.** The Vendor and the Purchaser shall bear the expenses equally relating to obtaining of NOC (for transfer) from the promoter Society.

**17.** If the purchaser commits default in completing the transaction, the Vendor will be entitled to cancel the agreement by giving 15 days prior notice to the Purchaser.

**18.** The Purchaser agrees, assures and undertakes to pay the remaining amount of the consideration of **Rs.63,00,000/- (In words Rupees Sixty Three Lakh Only)** within the said period.

**19.** The Vendor agrees to hand over the actual, peaceful, vacant and physical possession of the said Flat to the Purchaser immediately after the receipt of the remaining amount of consideration and at the time of execution and registration of Final Deed of Sale/ Deed of Assignment.

**20.** On payment of the remaining consideration as stated above, the Vendor undertakes to sell and transfer all his/her/their rights, title and interest in favour of the Purchaser by executing and Registering Deed of Sale/ Deed of Assignment.

**21.** That all the outgoings levied on the said Flat such as Maintenance charges of the Society, M.S.E.B. Charges, Municipal Taxes, any other Government Taxes, cesses, charges, fees, etc. satisfactorily discharged and shall be paid by the Vendor till the date of possession given to the Purchaser payable under any statutes, enactments, rules, regulations, contracts etc.

**22.** The Vendor and Purchaser state that if the Purchaser fails to make the balance consideration within the stipulated period or within reasonable time as may be mutually decided between the Vendors and the Purchasers, then the Vendor shall cancel and terminate this Agreement. In such an event, the Vendor shall repay the consideration amount, received under this Agreement, by forfeiting amount of Rs.2,00,000/- towards cancellation charges and the balance shall be refunded back without any interest, on the Purchasers executing the Deed of Cancellation of this Agreement and vice versa in case the Vendor is unable to complete the transaction due to unavoidable reason, the vendor shall refund the earnest money without any interest along with Rs.2,00,000/- as a compensation for the cancellation of the Agreement.

**23.** The Purchaser shall pay Tax Deducted at Source (T.D.S.) @ 1% to the Income Tax Department on behalf of the said Vendor at the time of final Deed of Sale/ Assignment Deed.24. The charges towards No objection Certificate from the Society shall be borne by the Vendor and Purchaser equally in 50:50 Proportion.

**SCHEDULE – I**

**DESCRIPTION OF THE LAND PROPERTY**

All that piece and parcel of land and ground situated within the registration, sub-Dist., Taluka haveli, Dist. Pune and within the limits of Pune Municipal Corporation bearing s. no.38 Hissa No.1, village Balewadi, Pune admeasuring an area of 02H 02 Are

( including pot kharaba 00 H 01 R )The same is bounded as under:-

ON OR TOWARDS EAST :By Property of Bhoomi Arista,

S.No.38/2 part

ON OR TOWARDS SOUTH :By 18 meter DP road

ON OR TOWARDS WEST :By Sopan Maruti Balwadkar

S.No.34 part

ON OR TOWARDS NORTH : By Sopan Maruti Balwadkar

S.No.34 part

**SCHEDULE – II**

**DESCRIPTION OF THE FLAT NO. 501, D Building**

The said Flat bearing No.**501** on **Fifth Floor** in **D** building admeasuring area about 715 sq.ft i.e.66.45 sq.mtrs carpet attached terrace admeasuring area about 140 sq.ft i.e.13.01 sq.mtrs. carpet in the Scheme known as **GINI VIVIANA** along with Car Parking No.161.

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

Signed, Sealed and Delivered by the above named Vendors,

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| **MR.ABHAY KISHOR ADGURWAR** |  |  |

Signed , sealed and Delivered by

the above named Purchasers

|  |  |  |
| --- | --- | --- |
| **MR. RAVINDRA SAMPAT PAWASE** |  |  |
| **MR. SAMPAT SHANKAR PAWASE** |  |  |

**In the Presence of-**

1. Sign

Name Address

2. Sign

Name Address