

VISARPAVATI

THIS VISARPAVATI is **EXECUTED** on this **DAY OF APRIL, 2022**
at **PUNE**

BY & BETWEEN:

MR. ARVIND VITHHALRAV PATIL

Age: About 44 years, Occupation: Service

[PAN: BYNPP6232M]

**RESIDING AT: NAVI PETH, NARAYAN LAKSHMI CHAMBERS, PUNE
411030**

..... Hereinafter called as the **VENDOR/
PARTY OF THE FIRST PART**

AND

1. **MRS. RESHMA SANDIP SHILIMKAR**

Age: 40 years, Occupation: Housewife

[PAN: FIPPS4892Q]

RESIDING AT: SURVEY NO. 66/1, DHARESHWAR APARMENT, D-WING, FLAT NO.15, SINHGAD ROAD, DHAYARI PHATA, PUNE CITY-411041

Hereinafter called as the **PURCHASER/
PARTY OF THE SECOND PART**

DESCRIPTION OF PROPERTY:

All that piece and parcel of the property at **Flat No. 13** admeasuring **50.09 Square Meters** of carpet area and with same level **adjoining terrace** having area about **6.13 Square Meters** located on the **4th Floor**, in the **Building/Wing No. "B"** in the project known as "**RAHI TERRACE**" constructed on the land at SURVEY NO. 48/57 of revenue village Narhe, Taluka Haveli, District Pune and within the local limits of Pune Municipal Corporation and within the limits of Sub-Registrar of Assurances at Haveli-Pune

.... hereinafter called and referred as **Said Flat / Said Property**

AND WHEREAS the Party of the First Part is an absolute owner of the Said Flat and same is in exclusive occupation and possession of the Said Flat and having clean, clear and marketable title of the same;

AND WHEREAS the Party of the First Part purchased the said flat from MR. LEELADHAR RAMCHANDRA PATIL vide Agreement dated 12/02/2016 and same was registered before Sub-Registrar at Haveli No. 7 at Serial Number 1439/2016;

AND WHEREAS the Party of the First Part and Party of the Second Part are well acquainted with each other and that the Party of the First Part due to personal reasons decided to sell the Said Flat and therefore looking for the prospective purchaser for the same and having came to know the said fact the present purchaser i.e. Party of the Second Part approached the Vendor and showed his willingness to Purchase the Said Flat and after reasonable negotiations the Party of the First Part agreed to sale the Said Flat to the Party of the Second Part for total consideration of **Rs. 29,50,000/- (RUPEES TWENTY-NINE LAKHS FIFTY THOUSAND ONLY)** and Party of the Second Part also find the said price reasonable agreed to purchase the Said Flat for the same price and accordingly the parties hereto mutually decided covenants which will bind their transaction of sale and purchase of the Said Flat and same are specifically stipulated hereunder:

**NOW THEREFORE, THIS WITNESSETH AS
UNDER:-**

1. **THAT**, the VENDOR shall sale and the PURCHASER shall purchase the Said Flat i.e., **Flat No. 13** admeasuring **50.09 Square Meters** of carpet area and with same level **adjoining terrace** having area about **6.13 Square Meters** located on the **4th Floor**, in the **Building/Wing No. "B"** in the project known as "**RAHI TERRACE**" constructed on the land at Survey No. 48/57 of revenue village **NARHE**, Taluka Haveli, District Pune and within the local limits of Pune Municipal Corporation and within the limits of Sub-Registrar of Assurances at Haveli-Pune.
2. **THAT**, the total consideration amount for the Said Flat has been fixed between the parties hereto is **Rs. 29,50,000/- (RUPEES TWENTY-NINE LAKHS FIFTY THOUSAND ONLY)** and the Party of the Second Part shall pay the said amount of consideration as per the payment schedule written hereunder:

PAYMENT SCHEDULE

a) Rs. 1,50,000/-	Paid by PURCHASER to VENDOR vide Online Payment bearing Online Transaction ID No. dated/...../2020.
b) Rs. 1,45,000/-	Paid by PURCHASER to VENDOR vide Cheque bearing No."....." Drawn on Bank., Branch-Chinchwad, Pune dated/...../2020.
c) Rs. 15,71,678/-	To be Paid by availing of Loan from to be paid by the PURCHASERS to IDBI Bank Ltd., for foreclosure of preexisting loan of VENDOR and to be paid within 15 Days from the date of execution of these presents.
d) Rs. 10,83,322/-	To be Paid by availing of Loan from to be paid by the PURCHASERS to VENDOR at the time of Execution of Assignment Deed.
TOTAL Rs. 29,50,000/-	(RUPEES TWENTY-NINE LAKHS FIFTY THOUSAND ONLY)

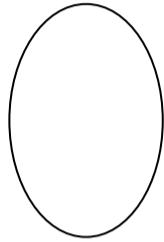
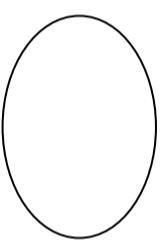
3. **THAT**, the VENDOR declares that; currently a Housing Loan of IDBI Bank Ltd is pending on the Said Flat which is availed by the VENDOR and that the PURCHASERS shall avail Bank Loan and shall pay the foreclosure amount along with entire interest accrued on it of preexisting loan of the VENDOR and further which the VENDOR shall obtain No Dues Certificate and Release of Mortgage Charge from the IDBI Bank Ltd along with all the title documents deposited with IDBI Bank Ltd and shall handover same to the Purchaser.

- 4. THAT**, the VENDOR hereby affirmed and confirmed that; all the statutory outgoings such as Cesses, Maintenance charges etc. in respect of the Said Flat are completely discharged till the date of execution of the present indenture. The Vendor further assured that; hereinafter in future due to any unpaid due/s in respect of the Said Flat payable to any authority, if Purchaser suffers any loss then the Vendor shall indemnify the Purchaser for such loss.
- 5. THAT**, VENDOR hereby affirmed and confirmed that, he has not entered into any arrangement in respect of the Said Flat in favor of any third person and not entered into any MOU/Visarpavati/ Deed of Assignment or any other agreement in respect of the Said Flat with any third party and/or entity and thereby not created any third-party interest in the Said Flat. The Vendor further assured and declared that; he is having clean, clear and marketable title in respect of the Said Flat and he is having absolute right, title and authority to sell and dispose of the Said Flat as per his own will and wish.
- 6. THAT**, the VENDOR will deliver actual, physical and vacant possession of the Said Flat to the Purchaser after receipt of full and final payment of consideration amount and same shall be with the PURCHASER in perpetuity without any hindrance, objection, claim and obstacle by VENDOR or anybody claiming through the VENDOR and the PURCHASER shall have all the right to use and occupy the Said Flat as per his own will and wish.
- 7. THAT**, the VENDOR hereby confirms and affirm that; after receipt of the entire consideration amount as stipulated in the present indenture; the Vendor shall execute and register final deed of conveyance/transfer/sale/assignment in favor of the PURCHASER.
- 8. THAT**, the VENDOR shall handover all the original deeds, documents, title deeds etc., in respect of the Said Flat to the Purchaser at the time of execution of the present indenture.
- 9. THAT**, the VENDOR has agreed to co-operate with the PURCHASER to effect the mutation of PURCHASER name in the s records of

M.S.E.D.C.L. and in the records of Pune Municipal Corporation after the execution of the final conveyance/sale of the Said Flat to enable the PURCHASER to have good, valid and marketable as well as heritable title. All the cost and expenses pertaining to mutation of Purchaser's name as stated hereinabove shall be borne and paid by the Purchaser only.

- 10. THAT**, as per the agreed terms if PURCHASER decided to avail loan facility from his banker to pay the remaining amount of consideration, then the VENDOR shall co-operate with PURCHASER and shall provide all their assistance to the PURCHASER in obtaining the loan facility and shall provide all the consents/ deeds/ documents/ forms/ No Objection Certificate/s required by the banker/s of the PURCHASER for sanctioning and disbursement of the loan in favor of the PURCHASER. However, all the expenses pertaining to grant of Consents/NOC's and/or Society NOC shall be borne by the PURCHASERS alone.
- 11. THAT**, all the expenses pertaining to this indenture and in respect of final DEED OF SALE /TRANSFER/ ASSIGNMENT of the Said Flat shall be borne and paid by the PURCHASER alone.
- 12. THAT**, this Visarpavati is subject to the **Original Exclusive Jurisdiction** of Courts at PUNE and the parties hereto have full rights to enforce the present Agreement through the proper, due and competent legal process.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

<u>PHOTO</u>	<u><i>Left Hand Thumb Impression</i></u>	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDORS</u>
		Sign..... <u>MR. ARVIND VITHHALRAV PATIL</u>
<u>PHOTO</u>	<u><i>Left Hand Thumb Impression</i></u>	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASERS</u>
		Sign..... <u>MRS. RESHMA SANDIP SHILIMKAR</u>
<u>WITNESS NO. 01;</u> Sign _____ Mr. R/at:		<u>WITNESS NO. 02;</u> Sign _____ Mr. R/at: